City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, July 22, 2025
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, July 22, 2025
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 8, 2025, City Commission Meeting minutes.

b. Approval of staff recommendation to enter into a seven-year lease/purchase agreement with Clayton Holdings, LLC for the purchase of a sanitation vehicle based upon their low annual payments in the amount of $41,419.49 with an annual percentage rate of 3.95%, and authorize the Mayor to sign the agreement on behalf of the City.

c. Approval of staff recommendation to enter into a seven-year lease/purchase agreement with Clayton Holdings, LLC for the purchase of a fire apparatus based upon their low annual payments in the amount of $290,478.27 with an annual percentage rate of 3.95%, and authorize the Mayor to sign the agreement on behalf of the City.

d. Approval of staff recommendation to award the bid for the 2025 Mill, Overlay and Pavement Marking Project to Emery Sapp and Sons for their base bid plus add-alternate 1, 2, & 3 in the amount of $1,671,439.73, and authorize the Mayor and City Clerk to execute the contract documents once prepared.

e. 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 $100,000 to be used to provide an estimated 210 extremely low income households with security deposit assistance, and authorize the Mayor to sign the necessary documents on behalf of the City.

f. Approval of staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of $97,363 to support homeless services within our community, for the grant period of July 1, 2025, through September 30, 2026, and authorize the Mayor to sign the appropriate documents on behalf of the City.

g. Approval of the Appropriation Ordinance for the period ending July 22, 2025, subject to the release of HUD expenditures when funds are received.

SPECIAL PRESENTATIONS:

a. FIVE YEAR FINANCIAL FORECAST - City Manager Daron Hall will provide information regarding the City's five year financial forecast.

b. PRESENTATION OF THE CITY MANAGERS SUBMITTED 2026 BUDGET - City Manager Daron Hall will present the City Manager's Submitted Budget for 2026.

NON-AGENDA REPORTS AND REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 8, 2025

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, July 8th, 2025, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Stu Hite, and Chuck Munsell. Commissioner Ron Seglie participated in the meeting by phone.

Mayor McNay led the flag salute.

Reverend Mark Chambers, on behalf of the First United Methodist Church, provided an invocation.

Mayor McNay recognized the recent passing of the City's former Director of Public Utilities Dr. John Bailey. Mayor McNay acknowledged Dr. Bailey's dedication to the City of Pittsburg and expressed her sympathy to the Bailey family.

Mayor McNay acknowledged the Pittsburg Fire Department's recent response to a large warehouse fire in Lamar, Missouri.

PUBLIC INPUT -

The following individuals expressed concern regarding the Silverback Landing Development:

Kristi Bitner, 1508 Bitner Court
Jan Allai, 1521 Hampton Road
Andrea Linder, 1534 Hampton Road
William Strengh, 1515 Hampton Road
Jamie Lynn Blum, 1901 Carnie Smith Court

Isaiah Harris, 411 East Adams, applauded the Commissioners and staff for expanding affordable housing options for citizens. Mr. Harris encouraged the City to assist the employees of the UPS facility that will be closing and further asked if the City can do anything to stop large employers from leaving town in the future.

APPROVAL OF MINUTES – On motion of Hite, seconded by Brooks, the Governing Body approved the June 24, 2025, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of Hite, seconded by Brooks, the Governing Body approved 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, July 26th, 2025, and authorized the City Clerk to issue the license. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
July 8, 2025

KANSAS AIRPORT IMPROVEMENT PLAN AGREEMENT – On motion of Hite, seconded by Brooks, the Governing Body entered into an agreement between the City of Pittsburg, Kansas, and the Secretary of Transportation, Kansas Department of Transportation (KDOT), in which KDOT will contribute funding in the amount of $81,000 toward the update of the Kansas Airport Improvement Plan for the Atkinson Municipal Airport, with the City's contribution to be $9,000, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Hite, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending July 8, 2025, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie. Motion carried.

EAGLEPICHER TECHNOLOGIES, LLC, LEASE – On motion of Hite, seconded by Brooks, the Governing Body approved a Lease Agreement by and between the City of Pittsburg, Kansas, as the Landlord, and EaglePicher Technologies, LLC, as the Tenant, for the new facility to be built in Pittsburg and authorized the Mayor to sign the Lease Agreement on behalf of the City. Motion carried.

RESOLUTION NO. 1295 – On motion of Seglie, seconded by Munsell, the Governing Body approved Resolution No. 1295, a Resolution of the Governing Body of The City of Pittsburg, Kansas, determining that the City is considering a substantial change to an existing Rural Housing Incentive District to extend the timeframe for such district; providing for a substantial change to the District Plan; and providing for Notice of a Public Hearing to consider such actions (Silverback Landing Phase 1 Rural Housing Incentive District), and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

ROAD CLOSURES – City Manager Daron Hall reminded citizens to be aware of road work and road closures as they drive around town.

RESPONSE TO PUBLIC INPUT – Commissioner Brooks asked if the concerns expressed during the Public Input portion of the meeting this evening would be addressed. City Manager Daron Hall stated that the proposed new developers were in attendance at the meeting and heard the concerns.

ADJOURNMENT - On motion of Munsell, seconded by Hite, the Governing Body adjourned the meeting at 6:23 p.m. Motion carried.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk

City of Pittsburg Forward Together.

ADMINISTRATION

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

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

CC: Tammy Nagel, City Clerk

Date: July 10, 2025

Subject: Lease/Purchase Agreement for Sanitation Vehicle

During the June 10, 2025 City Commission meeting, the Commission approved the purchase of a 2026 Freightliner 25-yard sanitation truck for the Property and Sanitation Department. Given the cost of the apparatus, we recommend that the acquisition be financed through a lease/purchase agreement. On Friday, June 23, 2025, the City took bids for the lease/purchase financing. Clayton Holdings, LLC, an affiliate of Commerce Bank, provided the best bid. It is therefore requested that the City Commission approve an agreement with Clayton Holdings, LLC to provide funding for the sanitation vehicle, to be paid over seven years.

Please place this request on the July 22, 2025 City Commission agenda.

Clayton Holdings, LLC

8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

06/23/2025

The City of Pittsburg, Kansas
Attn: City Clerk
201 West 4th Street
P.O. Box 688
Pittsburg, KS 66762

Re: "Equipment Lease Quotes – (1) 2026 Freightliner Garbage Truck"
Due: June 23, 2025 by 2:00 PM

To whom it may concern:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing:	A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").
Lessor:	Clayton Holdings, LLC – An equity subsidiary of Commerce Bank
Lessee:	City of Pittsburg, KS
Equipment:	One (1) New 2026 Freightliner Garbage Truck
Total Finance Amount:	$258,900.00
Commencement Date:	On or before 07/23/2025
Base Term:	7 years (Actual 72 months)
Interest Rate:	3.95% fixed, rate locked until 07/23/2025.
Payment Amount:	$41,419.49 (7 payments, 1st payment due at closing)
Payment Frequency:	Annual/Advance **1st payment due at closing.*
Interest Rate Adjustment:	The above quoted interest rates are based on a spread over the Seven (7) year Treasury Rate (the "Index"). For Purposes of this proposal, the Seven (7) year Treasury Rate is 4.15% as of 06/18/2025. In the event the transaction does not close by 07/23/2025, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 07/23/2025 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis. Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.

Documentation:	Shall be provided by Lessor. Funding of the Lease is contingent, in part, upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.
Early purchase Option:	In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. **There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.**
General Terms:	This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee does not intend to issue more than $10 million dollars in tax-exempt obligations in the current calendar year.
Titles/Liens:	Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1st lien position on the MSO and Title.
Non-appropriation:	The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period, as per Kansas Statutes.
Escrow:	Upon closing, funds shall be disbursed into an escrow account to be maintained by Lessor's designated as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on un-disbursed funds shall accrue for the benefit of Lessee. There is **no fee** for the escrow account.
Net Lease:	The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.
Not a Commitment:	The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representatives shown below are "not" Municipal advisors, financial advisors, agents or fiduciaries to any person or entity. The Clayton Holdings, LLC and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. The Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which The Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

Ashley Stout

Ashley Stout
Officer of Clayton Holdings, LLC
Vice President, Equipment Finance Sales Officer II –
Commerce Bank
Phone: 785-587-1543
ashley.stout@commercebank.com

Jeff Elliott

Jeffrey G. Elliott
Senior Vice President, Commercial Lending -
Commerce Bank, Pittsburg
Phone: 620-235-6319
jeffrey.elliott@commercebank.com

Compound Period: Annual

Nominal Annual Rate: 3.950%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	7/23/2025	258,900.00	1		
2	Payment	7/23/2025	41,419.49	7	Annual	7/23/2031

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	7/23/2025				258,900.00
1	7/23/2025	41,419.49	0.00	41,419.49	217,480.51
2025 Totals		41,419.49	0.00	41,419.49	
2	7/23/2026	41,419.49	8,590.48	32,829.01	184,651.50
2026 Totals		41,419.49	8,590.48	32,829.01	
3	7/23/2027	41,419.49	7,293.73	34,125.76	150,525.74
2027 Totals		41,419.49	7,293.73	34,125.76	
4	7/23/2028	41,419.49	5,945.77	35,473.72	115,052.02
2028 Totals		41,419.49	5,945.77	35,473.72	
5	7/23/2029	41,419.49	4,544.55	36,874.94	78,177.08
2029 Totals		41,419.49	4,544.55	36,874.94	
6	7/23/2030	41,419.49	3,087.99	38,331.50	39,845.58
2030 Totals		41,419.49	3,087.99	38,331.50	
7	7/23/2031	41,419.49	1,573.91	39,845.58	0.00
2031 Totals		41,419.49	1,573.91	39,845.58	
Grand Totals		289,936.43	31,036.43	258,900.00	

Last interest amount increased by 0.01 due to rounding.

Clayton Holdings, LLC

Sent via Email: Frank.Hill@CommerceBank.com

[Date]

LESSEE CONTACT NAME: ______________________
LESSEE CONTACT TITLE: ______________________
LESSEE: ______________________________
PRIMARY PHYSICAL STREET ADDRESS:
____
____
____

Re: Financing for ______________________________.

Dear ____________:

Please find the enclosed documentation for your review and completion. An instruction sheet has been included as a guide to assist you with the process. Once you have completed and returned the required documentation to Clayton Holdings, LLC the transaction can be funded. The documentation has been filled out according to the terms and amount shown on the formal proposal. If you have questions or comments please call.

Clayton Holdings, LLC is listed as Lessor in this State and Municipal Lease/Purchase Agreement. **For your convenience, we have listed the documentation that we require before closing:**

- ☐ *The **Lease** WITH ALL SCHEDULES EXECUTED CORRECTLY*
- ☐ ***8038-G IRS Form & Questionnaire***
- ☐ *The **Escrow Agreement***
- ☐ *Escrow Account Set-up Fee of **$[________]** made payable to **UMB Bank, N.A.***
- ☐ *MSO & Title Application listing Clayton Holdings, LLC as 1st Lienholder*
- ☐ *Initial Payment of **$[____________________]** payable to **Clayton Holdings, LLC***
- ☐ ***Payment and Performance bond** with dual obligee rider, listing **Clayton Holdings, LLC** as additional obligee*

If you have any questions regarding the above documentation please feel free to contact me.

Sincerely,

Municipal Documentation Administrator
314-746-3752

Documentation Instructions

Please complete using **BLUE INK** and return all original documents via **FedEx or Certified Mail** to:
Clayton Holdings, LLC
8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105
Call 314-746-3752 with any questions during completion

State and Municipal Lease/ Purchase Agreement

- ☐ An individual that is authorized by the Lessee should sign on the first space provided.
- ☐ The Federal Tax ID number should be confirmed.

Schedule A – Description of the Equipment

- ☐ Fill in the description of equipment, unless already completed.
- ☐ Type in Physical Address of the location where the Equipment will be housed upon delivery.
- ☐ Authorized individual should sign and date where indicated.

Schedule B - Delivery and Acceptance Certificate

- ☐ Authorized individual that has signed the Agreement should sign and then type her or his name and title below, unless already completed *with the final disbursement request* from the Escrow account.

Schedule C – Amortization.Payment Schedule

- ☐ Sign and Date where indicated.

Schedule D – Opinion of Counsel

- ☐ The attached is a "Draft" form of the Opinion. This should be provided to your counsel along with a copy of the lease. Your Counsel should provide an original of this Opinion on their letterhead, signed and dated. The Date of the Opinion should be on or after the date the lease is signed by the Lessee.

Schedule E-1 - Resolution

- ☐ Resolution should be signed by the presiding officer and Attested to by the Secretary or Clerk of the Board (the "Witness").

Schedule E-2 – Incumbency and Authorization Certificate

- ☐ In section A list all individuals authorized to sign for the Board and include the signature of all authorized signers of the Lessee. This should include any persons who will be signing forms, including payment request forms for the Escrow account.
- ☐ In Section B list all individuals authorized to confirm disbursement information.

Schedule F – Essential Use/Source of Funds Letter

- ☐ Please complete where indicated, List the intended use of equipment, the useful life of equipment, the source of funds and then sign and date where indicated.
- ☐ Witness should sign where indicated.

Schedule G – Proof of Insurance

- ☐ Please complete the insurance agent information.
- ☐ Please sign and date the form.
- ☐ Contact your insurance provider for a certificate of insurance naming Clayton Holdings, LLC as Loss Payee under the property damage policy, and as Additional Insured under the general liability policy.

Schedule H – Authorization for Preauthorized Payments (if utilizing this free service)

- ☐ Please include a voided check or deposit slip.
- ☐ Please sign and date the form.

8038-G IRS Form and Questionnaire

- ☐ Verify Lessee's Federal Identification number in Part 1, box 2 of the 8038G form.
- ☐ Sign, date and type the name of the individual signing this document, unless already completed.
- ☐ Verify information on Questionnaire, review instructions, and sign and date where indicated.

Escrow Agreement

- ☐ Authorized individual should sign where indicated.
- ☐ *The ***Form of Payment Request and Acceptance Certificate*** (2 pages) should be kept. Authorized individual should sign and submit this form *when requesting disbursements* from the Escrow account.
- ☐ **The ***Final Acceptance Certificate*** should be kept. Authorized individual should sign and submit this form *with the final disbursement request* from the Escrow account.

W-9 Taxpayer Identification

- ☐ Please verify the Taxpayer ID number, sign and date where indicated.

Titles

- ☐ Please make sure Clayton Holdings, LLC, 8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105 is listed as 1st lienholder.

CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: _______-____

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the ___________ day of ______________, 2018 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and ____
with its principal address at ______________________________, ________________, ________________ ________
(together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").

2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B or C, as applicable, to the Escrow Agreement (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available. To the extent that any change in price, together with all prior changes in price, will increase the estimated Costs of the Equipment by more than 5%, (i) Lessee shall have set aside in a separate account funds to be used solely to pay Costs of the Equipment and sufficient to pay such excess, (ii) payment of Costs of the Equipment equal to the amount of such excess shall be paid by Lessee directly to the vendor as the same become due, (iii) Lessee shall save Lessor whole and harmless from any obligation to pay such excess, (iv) any such payment by Lessee shall not diminish Lessee's obligation to make Rental Payments or other payments under this Lease, and (v) in the event Lessee exercises any right to cancel the order for the Equipment, Lessee shall perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rental Payments and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the acquisition or manufacture of the Equipment shall have been started or completed, and Lessee shall indemnify and hold Lessor harmless from and against any costs, expenses, or liabilities arising out of or relating to such cancellation.

3. **TERM**: This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.

4. **RENT**: Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars ($25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness

by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed $10,000,000. Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee further represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within forty-nine months of the effective date of this Lease.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.

(d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

8. **NONAPPROPRIATION OF FUNDS:** In the event insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the

Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.

9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES: LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.**

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. **TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together will all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

11. **PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.

12. **USE; REPAIRS**: Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.

14. **LOCATION; INSPECTION**: The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.

15. **LIENS AND TAXES**: Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.

16. **RISK OF LOSS; DAMAGE; DESTRUCTION**: Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

18. **ADVANCES**: In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

19. **INDEMNIFICATION**: To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

20. **EVENTS OF DEFAULT**: The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.

21. **REMEDIES**: Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; during normal business hours (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this

Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

22. **EARLY PURCHASE OPTION; PREPAYMENT**: Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

23. **DETERMINATION OF FAIR PURCHASE PRICE**: Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

24. **ASSIGNMENT**: Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

25. **FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

26. **NATURE OF AGREEMENT**: Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

27. **AMENDMENTS**: This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

28. **NOTICES**: All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.

29. **SECTION HEADINGS**: All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

30. GOVERNING LAW: This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.

31. FURTHER ASSURANCES: Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

32. ENTIRE AGREEMENT: This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

33. SEVERABILITY: Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

34. WAIVER: The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.

35. ELECTRONIC TRANSACTIONS. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

36. ROLE OF LESSOR: Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

Lessor: Clayton Holdings, LLC	*Lessee:* ______________________
Authorized Signature: ______________________	*Authorized Signature:* ______________________
Printed Name: ______________________	*Printed Name:* ______________________
Title: ______________________	*Title:* ______________________
Date: ______________________	*Date:* ______________________
	EIN: ______________________

SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____

Location of Equipment	
Street: ____________________ City: ____________________ State: ____________________ Zip Code: ____________________	
Description of Equipment	**Equipment Cost**
	$_______________

<u>Total</u>	**<u>$</u>**_______________

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

Lessee: ______________________________

Authorized Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____
DELIVERY AND ACCEPTANCE CERTIFICATE

See Exhibits B and C to the Escrow Agreement.

SCHEDULE C
PAYMENT SCHEDULE

Lessee: ___________________
Lessor: Clayton Holdings, LLC
Lease Number: _______-____
Capital Cost of Equipment (Principal Portion of Rental Payments): $_________________
Nominal Interest Rate: _______%
Start Date: _______________*(actual funding date -- to be completed by Lessor)*

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

In the event Lessee desires to prepay this Lease, it may do so in whole, but not in part, at a purchase price equal to (a) the then current outstanding principal balance shown above; plus (b) a prepayment premium calculated as a percentage of the then current outstanding principal balance, in the following amount: 3%,with respect to any prepayment during the first full year of the Lease Term; 2%, with respect to any prepayment during the second full year of the Lease Term; and 1%, with respect to any prepayment during the third full year of the Lease Term and thereafter; plus (c) unpaid interest accrued on the outstanding principal balance to the prepayment date; and plus (d) all other amounts then payable under this Lease. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

Lessee: ____

Authorized Signature: ________________________________

Printed Name: ______________________________________

Title: ____

Date: ____

SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _______-____ dated the ___ day of _______, 2018 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and ______________________ ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of ________________, 2018 (the "Escrow Agreement"), among Lessor, Lessee and UMB Bank, N.A., as escrow agent, (c) an executed counterpart of the ordinance, order or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease, and the Escrow Agreement and the execution, delivery and compliance with the provisions of the Lease and the Escrow Agreement will not conflict with or result in the breach of any of the provisions of, or constitute a default under any indenture or other agreement or instrument to which Lessee is a party, or by which it or its property is bound.

3. The Lease, the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.

4. The authorization, approval and execution of the Lease, the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease, the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as ________________________ ________________________________, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest portions of Rental Payments are entitled to rely on this opinion.

Very truly yours,

SCHEDULE E-1 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____

WHEREAS, __________________________________ (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

WHEREAS, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF [LESSEE], AS FOLLOWS:

Section 1. The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the ____________________________ of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

Section 3. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed $10,000,000. Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Section 4. Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND ADOPTED by the governing body of ________________ this ___ day of ______________, 20__.

ATTEST:	LESSEE: ______________________________
By: ___________________________________	By: ___________________________________
Printed Name: __________________________	Printed Name: __________________________
Title: _________________________________	Title: _________________________________

SCHEDULE E-2 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting ________________ of __________________ __________________________ ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of _____________, 2018, by and between Lessee and Clayton Holdings, LLC ("Lessor"), the Escrow Agreement dated as of ______________, 2018 among Lessor, Lessee and UMB Bank, N.A., as Escrow Agent (the "Escrow Agreement"), and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number

Dated: ______________________________ By: ________________________________

Name: ________________________________

Title: ________________________________

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)

SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____

ESSENTIAL USE/SOURCE OF FUNDS LETTER

__________ day of _______________, 2018

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _______-____, dated the ___ day of _______, 2018 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and ______________________ ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

____

____

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is ____.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

____

Very truly yours,

Lessee: ________________________________

Authorized Signature: ________________________________

Printed Name: ________________________________

Title: ________________________________

Date: ________________________________

SCHEDULE G
PROOF OF INSURANCE

Insurance Agent Name: ____________________________

Agency Name: ____________________________________

Address: ____

Phone Number: ___________________________________

E-Mail: ____

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is $1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: ____

Authorized Signature: ___________________________

Printed Name: _________________________________

Title: ____

Date: ____

Commerce Bank
Member FDIC

SCHEDULE H

ACH Payment Authorization Form

Lease No. / Loan No: ______________________________

Lessee / Borrower: ______________________________

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: ______________________________

Address: ______________________________

ABA Routing No.: ______________________________

Account No.: ______________________ (X) Checking ( ) Savings

This is a (X) New or ( ) Updated authorization form.
__________ Debit Amount(s): $ __________
Begin Auto Debit with Invoice Date Due: __________

The final or balloon payment, if different from the _______ payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X______________________________ X__________________

Borrower / Lessee Signature Date

Note that there is NO charge for this service.
Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK
P.O. Box 11309
Clayton, MO 63105 or LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the __________ day of ____________, 2018 and entered into among **Clayton Holdings, LLC,** a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), ________________________________ a municipal corporation and political subdivision existing under the laws of ___________ ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "____________________"
Amount of Deposit into the Acquisition Fund: $______________

TERMS AND CONDITIONS

1. This Escrow Agreement relates to the State and Municipal Lease/Purchase Agreement dated as of the ____________ day of ____________, 2018, (the "Lease"), between Lessor and Lessee.

2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in Section 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own

execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of $_______ to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expenses). Claims for such reimbursement may be made to Lessee and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of _________ *[for clarity, specify the state; usually this will be the state in which the Lessee is located]*.

17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Clayton Holdings, LLC
LESSOR

By: ______________________________
Title: Officer

____
LESSEE

By: ______________________________
Printed Name: ______________________________
Title: ______________________________

UMB Bank, N.A.
ESCROW AGENT

By: ______________________________

Title: ______________________________

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. **Temporary Period/Yield Restriction.** Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. **Opinion of Bond Counsel.** These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, as Lessor
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

UMB Bank, N.A., as Escrow Agent
928 Grand Blvd., 12th Floor
Kansas City, MO 64106

Re: ______________________________ Acquisition Fund established by the Escrow Agreement, dated ______________, 2018 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), ______________________________ ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the __________ day of ______________, 2018 (the "Lease") described in the Escrow Agreement.

Equipment: ____

Payee: ______________________
____
____

Amount: $______________________

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED:	Dated: ____________________, 20___
Clayton Holdings, LLC LESSOR	________________________________ LESSEE
By: ____________________________________	By: ____________________________________
Title: Officer	*Printed Name:* ____________________________ *Title:* ____________________________________

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: ____________________

____
LESSEE

By: ________________________________

Printed Name: ______________________
Title: ______________________________

City of Pittsburg
Forward Together.

ADMINISTRATION

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

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

CC: Tammy Nagel, City Clerk

Date: July 10, 2025

Subject: Lease/Purchase Agreement for Fire Apparatus

During the June 10, 2025 City Commission meeting, the Commission approved the purchase of a Pierce Velocity Aerial apparatus and associated equipment for the Fire Department. Given the cost of the apparatus, we recommend that the acquisition be financed through a lease/purchase agreement. On Friday, June 23, 2025, the City took bids for the lease/purchase financing. Clayton Holdings, LLC, an affiliate of Commerce Bank, provided the best bid. It is therefore requested that the City Commission approve an agreement with Clayton Holdings, LLC to provide funding for the apparatus, to be paid over seven years.

Please place this request on the July 22, 2025 City Commission agenda.

Clayton Holdings, LLC

8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

06/23/2025

The City of Pittsburg, Kansas
Attn: City Clerk
201 West 4th Street
P.O. Box 688
Pittsburg, KS 66762

Re: "Equipment Lease Quotes – 2028 Pierce Velocity Aerial"
Due: June 23, 2025 by 2:00 PM

To whom it may concern:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing:	A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").
Lessor:	Clayton Holdings, LLC – An equity subsidiary of Commerce Bank
Lessee:	City of Pittsburg, KS
Equipment:	One (1) New 2028 Pierce Velocity Aerial
Total Finance Amount:	Option 1: \$2,099,997.36 Option 2: \$1,815,686.84
Commencement Date:	On or before 07/23/2025
Base Term:	7 years (Actual 72 months)
Interest Rate:	3.95% fixed, rate locked until 07/23/2025.
Payment Amount:	Option 1: \$335,963.00 (7 payments, 1st payment due at closing) Option 2: \$290,478.27 (7 payments, 1st payment due at closing)
Payment Frequency:	Annual/Advance **1st payment due at closing.*
Interest Rate Adjustment:	The above quoted interest rates are based on a spread over the Seven (7) year Treasury Rate (the "Index"). For Purposes of this proposal, the Seven (7) year Treasury Rate is 4.15% as of 06/18/2025. In the event the transaction does not close by 07/23/2025, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 07/23/2025 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis. Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.

Documentation: Shall be provided by Lessor. Funding of the Lease is contingent, in part, upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.

Early purchase Option: In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. **There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.**

General Terms: This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee does not intend to issue more than $10 million dollars in tax-exempt obligations in the current calendar year.

Titles/Liens: Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1st lien position on the MSO and Title. *Lessor must be listed as 1st Lien holder at the time of the chassis prepayment for chassis prepayment structures. Lessor must be listed as an insured party on the Payment and Performance Bonds (required) under a "dual obligee" rider for 100% prepayment structures on apparatus.*

Non-appropriation: The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period, as per Kansas Statutes.

Escrow: Upon closing, funds shall be disbursed into an escrow account to be maintained by Lessor's designated as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on un-disbursed funds shall accrue for the benefit of Lessee. There is **no fee** for the escrow account.

Net Lease: The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

Not a Commitment: The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representatives shown below are "not" Municipal advisors, financial advisors, agents or fiduciaries to any person or entity. The Clayton Holdings, LLC and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. The Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which The Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

Ashley Stout

Ashley Stout
Officer of Clayton Holdings, LLC
Vice President, Equipment Finance Sales Officer II –
Commerce Bank
Phone: 785-587-1543
ashley.stout@commercebank.com

Jeff Elliott

Jeffrey G. Elliott
Senior Vice President, Commercial Lending -
Commerce Bank, Pittsburg
Phone: 620-235-6319
jeffrey.elliott@commercebank.com

City of Pittsburg KS
Option 1.
Compound Period: Annual

Nominal Annual Rate: 3.950%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	7/23/2025	2,099,997.36	1		
2 Payment	7/23/2025	335,963.00	7	Annual	7/23/2031

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 7/23/2025				2,099,997.36
1 7/23/2025	335,963.00	0.00	335,963.00	1,764,034.36
2025 Totals	335,963.00	0.00	335,963.00	
2 7/23/2026	335,963.00	69,679.36	266,283.64	1,497,750.72
2026 Totals	335,963.00	69,679.36	266,283.64	
3 7/23/2027	335,963.00	59,161.15	276,801.85	1,220,948.87
2027 Totals	335,963.00	59,161.15	276,801.85	
4 7/23/2028	335,963.00	48,227.48	287,735.52	933,213.35
2028 Totals	335,963.00	48,227.48	287,735.52	
5 7/23/2029	335,963.00	36,861.93	299,101.07	634,112.28
2029 Totals	335,963.00	36,861.93	299,101.07	
6 7/23/2030	335,963.00	25,047.44	310,915.56	323,196.72
2030 Totals	335,963.00	25,047.44	310,915.56	
7 7/23/2031	335,963.00	12,766.28	323,196.72	0.00
2031 Totals	335,963.00	12,766.28	323,196.72	
Grand Totals	2,351,741.00	251,743.64	2,099,997.36	

Last interest amount increased by 0.01 due to rounding.

City of Pittsburg KS
Option 2.
Compound Period: Annual

Nominal Annual Rate: 3.950%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	7/23/2025	1,815,686.84	1		
2 Payment	7/23/2025	290,478.27	7	Annual	7/23/2031

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 7/23/2025				1,815,686.84
1 7/23/2025	290,478.27	0.00	290,478.27	1,525,208.57
2025 Totals	290,478.27	0.00	290,478.27	
2 7/23/2026	290,478.27	60,245.74	230,232.53	1,294,976.04
2026 Totals	290,478.27	60,245.74	230,232.53	
3 7/23/2027	290,478.27	51,151.55	239,326.72	1,055,649.32
2027 Totals	290,478.27	51,151.55	239,326.72	
4 7/23/2028	290,478.27	41,698.15	248,780.12	806,869.20
2028 Totals	290,478.27	41,698.15	248,780.12	
5 7/23/2029	290,478.27	31,871.33	258,606.94	548,262.26
2029 Totals	290,478.27	31,871.33	258,606.94	
6 7/23/2030	290,478.27	21,656.36	268,821.91	279,440.35
2030 Totals	290,478.27	21,656.36	268,821.91	
7 7/23/2031	290,478.27	11,037.92	279,440.35	0.00
2031 Totals	290,478.27	11,037.92	279,440.35	
Grand Totals	2,033,347.89	217,661.05	1,815,686.84	

Last interest amount increased by 0.03 due to rounding.

Clayton Holdings, LLC

<u>Sent via Email: Frank.Hill@CommerceBank.com</u>

[Date]

LESSEE CONTACT NAME: ______________________
LESSEE CONTACT TITLE: ______________________
LESSEE: ______________________
PRIMARY PHYSICAL STREET ADDRESS:
____
____
____

Re: Financing for ______________________.

Dear ____________:

Please find the enclosed documentation for your review and completion. An instruction sheet has been included as a guide to assist you with the process. Once you have completed and returned the required documentation to Clayton Holdings, LLC the transaction can be funded. The documentation has been filled out according to the terms and amount shown on the formal proposal. If you have questions or comments please call.

Clayton Holdings, LLC is listed as Lessor in this State and Municipal Lease/Purchase Agreement. **For your convenience, we have listed the documentation that we require <u>before closing:</u>**

- ☐ *The **Lease** WITH ALL SCHEDULES EXECUTED CORRECTLY*
- ☐ ***8038-G IRS Form & Questionnaire***
- ☐ *The **Escrow Agreement***
- ☐ *Escrow Account Set-up Fee of **$[________]** made payable to **UMB Bank, N.A.***
- ☐ *MSO & Title Application listing Clayton Holdings, LLC as 1st Lienholder*
- ☐ *Initial Payment of **$[____________________]** payable to **Clayton Holdings, LLC***
- ☐ ***Payment and Performance bond** with dual obligee rider, listing **Clayton Holdings, LLC** as additional obligee*

If you have any questions regarding the above documentation please feel free to contact me.

Sincerely,

Municipal Documentation Administrator
314-746-3752

Please complete using **BLUE INK** and return all original documents via **FedEx or Certified Mail** to:
Clayton Holdings, LLC
8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105
Call 314-746-3752 with any questions during completion

State and Municipal Lease/ Purchase Agreement

- ☐ An individual that is authorized by the Lessee should sign on the first space provided.
- ☐ The Federal Tax ID number should be confirmed.

Schedule A – Description of the Equipment

- ☐ Fill in the description of equipment, unless already completed.
- ☐ Type in Physical Address of the location where the Equipment will be housed upon delivery.
- ☐ Authorized individual should sign and date where indicated.

Schedule B - Delivery and Acceptance Certificate

- ☐ Authorized individual that has signed the Agreement should sign and then type her or his name and title below, unless already completed *with the final disbursement request* from the Escrow account.

Schedule C – Amortization.Payment Schedule

- ☐ Sign and Date where indicated.

Schedule D – Opinion of Counsel

- ☐ The attached is a "Draft" form of the Opinion. This should be provided to your counsel along with a copy of the lease. Your Counsel should provide an original of this Opinion on their letterhead, signed and dated. The Date of the Opinion should be on or after the date the lease is signed by the Lessee.

Schedule E-1 - Resolution

- ☐ Resolution should be signed by the presiding officer and Attested to by the Secretary or Clerk of the Board (the "Witness").

Schedule E-2 – Incumbency and Authorization Certificate

- ☐ In section A list all individuals authorized to sign for the Board and include the signature of all authorized signers of the Lessee. This should include any persons who will be signing forms, including payment request forms for the Escrow account.
- ☐ In Section B list all individuals authorized to confirm disbursement information.

Schedule F – Essential Use/Source of Funds Letter

- ☐ Please complete where indicated, List the intended use of equipment, the useful life of equipment, the source of funds and then sign and date where indicated.
- ☐ Witness should sign where indicated.

Schedule G – Proof of Insurance

- ☐ Please complete the insurance agent information.
- ☐ Please sign and date the form.
- ☐ Contact your insurance provider for a certificate of insurance naming Clayton Holdings, LLC as Loss Payee under the property damage policy, and as Additional Insured under the general liability policy.

Schedule H – Authorization for Preauthorized Payments (if utilizing this free service)

- ☐ Please include a voided check or deposit slip.
- ☐ Please sign and date the form.

8038-G IRS Form and Questionnaire

- ☐ Verify Lessee's Federal Identification number in Part 1, box 2 of the 8038G form.
- ☐ Sign, date and type the name of the individual signing this document, unless already completed.
- ☐ Verify information on Questionnaire, review instructions, and sign and date where indicated.

Escrow Agreement

- ☐ Authorized individual should sign where indicated.
- ☐ *The ***Form of Payment Request and Acceptance Certificate*** (2 pages) should be kept. Authorized individual should sign and submit this form *when requesting disbursements* from the Escrow account.
- ☐ **The ***Final Acceptance Certificate*** should be kept. Authorized individual should sign and submit this form *with the final disbursement request* from the Escrow account.

W-9 Taxpayer Identification

- ☐ Please verify the Taxpayer ID number, sign and date where indicated.

Titles

☐ Please make sure Clayton Holdings, LLC, 8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105 is listed as 1st lienholder.

CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: _______-____

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the ___________ day of ______________, 2018 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and ______________________________
with its principal address at ______________________________, ________________, ________________ ________
(together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").

2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B or C, as applicable, to the Escrow Agreement (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available.

3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.

4. **RENT:** Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars ($25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

   Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS**: Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

   Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed $10,000,000. Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

   Lessee further represents as follows:

   (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.

   (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the effective date of this Lease.

   (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.

   (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.

   (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

8. **NONAPPROPRIATION OF FUNDS:** In the event insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.

9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES: LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.**

   Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. **TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together will all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

11. **PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.

12. **USE; REPAIRS**: Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.

14. **LOCATION; INSPECTION**: The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.

15. **LIENS AND TAXES**: Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.

16. **RISK OF LOSS; DAMAGE; DESTRUCTION**: Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond

repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

18. **ADVANCES**: In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

19. **INDEMNIFICATION**: To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

20. **EVENTS OF DEFAULT**: The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.

21. **REMEDIES**: Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; during normal business hours (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

22. **EARLY PURCHASE OPTION; PREPAYMENT**: Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

    Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

23. **DETERMINATION OF FAIR PURCHASE PRICE**: Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

24. **ASSIGNMENT**: Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

    Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

    Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

25. **FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

26. **NATURE OF AGREEMENT**: Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

27. **AMENDMENTS**: This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

28. **NOTICES**: All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.

29. **SECTION HEADINGS**: All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

30. **GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.

31. **FURTHER ASSURANCES**: Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

32. ENTIRE AGREEMENT: This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

33. SEVERABILITY: Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

34. WAIVER: The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.

35. ELECTRONIC TRANSACTIONS. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

36. ROLE OF LESSOR: Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

Lessor: Clayton Holdings, LLC	*Lessee:* ______________________
Authorized Signature: ______________________	*Authorized Signature:* ______________________
Printed Name: ______________________	*Printed Name:* ______________________
Title: ______________________	*Title:* ______________________
Date: ______________________	*Date:* ______________________
	EIN: ______________________

SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____

Location of Equipment	
Street: ____________________ City: ____________________ State: ____________________ Zip Code: ____________________	
Description of Equipment	**Equipment Cost**
	$______________

Total	**$______________**

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

Lessee: ______________________________

Authorized Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____
DELIVERY AND ACCEPTANCE CERTIFICATE

See Exhibits B and C to the Escrow Agreement.

SCHEDULE C
PAYMENT SCHEDULE

Lessee: ____________________
Lessor: Clayton Holdings, LLC
Lease Number: ________-_____
Capital Cost of Equipment (Principal Portion of Rental Payments): $__________________
Nominal Interest Rate: ________%
Start Date: ________________*(actual funding date -- to be completed by Lessor)*

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

In the event Lessee desires to prepay this Lease, it may do so in whole, but not in part, at a purchase price equal to (a) the then current outstanding principal balance shown above; plus (b) a prepayment premium calculated as a percentage of the then current outstanding principal balance, in the following amount: 3%,with respect to any prepayment during the first full year of the Lease Term; 2%, with respect to any prepayment during the second full year of the Lease Term; and 1%, with respect to any prepayment during the third full year of the Lease Term and thereafter; plus (c) unpaid interest accrued on the outstanding principal balance to the prepayment date; and plus (d) all other amounts then payable under this Lease. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

Lessee: ____

Authorized Signature: ____________________________________

Printed Name: ____

Title: ____

Date: ____

SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _______-____ dated the ___ day of _______, 2018 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and ______________________ ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of ________________, 2018 (the "Escrow Agreement"), among Lessor, Lessee and UMB Bank, N.A., as escrow agent, (c) an executed counterpart of the ordinance, order or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease, and the Escrow Agreement and the execution, delivery and compliance with the provisions of the Lease and the Escrow Agreement will not conflict with or result in the breach of any of the provisions of, or constitute a default under any indenture or other agreement or instrument to which Lessee is a party, or by which it or its property is bound.

3. The Lease, the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.

4. The authorization, approval and execution of the Lease, the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease, the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as ________________________ ________________________________, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest portions of Rental Payments are entitled to rely on this opinion.

Very truly yours,

SCHEDULE E-1 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____

WHEREAS, ________________________________ (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

WHEREAS, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF [LESSEE], AS FOLLOWS:

Section 1. The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the __________________________ of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

Section 3. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed $10,000,000. Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Section 4. Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND ADOPTED by the governing body of _______________ this ___ day of ______________, 20__.

ATTEST:	LESSEE: ____________________________
By: ________________________________	By: ________________________________
Printed Name: ________________________	Printed Name: ________________________
Title: ______________________________	Title: ______________________________

SCHEDULE E-2 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _________________ of ____________________ __________________________ ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of _____________, 2018, by and between Lessee and Clayton Holdings, LLC ("Lessor"), the Escrow Agreement dated as of _______________, 2018 among Lessor, Lessee and UMB Bank, N.A., as Escrow Agent (the "Escrow Agreement"), and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number

Dated: ________________________________ By:_________________________________

Name:_______________________________

Title: _______________________________

(The signer of this Certificate <u>cannot</u> be listed under Paragraph A above as authorized to execute the Agreements.)

SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _______-____

ESSENTIAL USE/SOURCE OF FUNDS LETTER

__________ day of _______________, 2018

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _______-____, dated the ___ day of _______, 2018 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and ______________________ ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

____

____

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is ______________________________________.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

____

Very truly yours,

Lessee: ______________________________

Authorized Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

SCHEDULE G
PROOF OF INSURANCE

Insurance Agent Name: ______________________________

Agency Name: ______________________________

Address: ______________________________

Phone Number: ______________________________

E-Mail: ______________________________

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is $1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: ______________________________

Authorized Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

Commerce Bank
Member FDIC

SCHEDULE H

ACH Payment Authorization Form

Lease No. / Loan No: ______________________________

Lessee / Borrower: ______________________________

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: ______________________________

Address: ______________________________

ABA Routing No.: ______________________________

Account No.: ______________________ (X) Checking ( ) Savings

This is a (X) New or ( ) Updated authorization form.
___________ Debit Amount(s): $____________
Begin Auto Debit with Invoice Date Due: ____________

The final or balloon payment, if different from the _______ payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X______________________________ X____________________

Borrower / Lessee Signature Date

Note that there is NO charge for this service.
Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK
P.O. Box 11309
Clayton, MO 63105 or LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the __________ day of ____________, 2018 and entered into among **Clayton Holdings, LLC,** a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), ________________________________ a municipal corporation and political subdivision existing under the laws of ___________ ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "____________________"
Amount of Deposit into the Acquisition Fund: $______________

TERMS AND CONDITIONS

1. This Escrow Agreement relates to the State and Municipal Lease/Purchase Agreement dated as of the ____________ day of ____________, 2018, (the "Lease"), between Lessor and Lessee.

2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in Section 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own

execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of $_______ to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expenses). Claims for such reimbursement may be made to Lessee and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of _________*[for clarity, specify the state; usually this will be the state in which the Lessee is located]*.

17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Clayton Holdings, LLC
LESSOR

By: ______________________________
Title: Officer

____
LESSEE

By: ______________________________
Printed Name: ______________________
Title: ____________________________

UMB Bank, N.A.
ESCROW AGENT

By: ______________________________

Title: ____________________________

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. **Temporary Period/Yield Restriction.** Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. **Opinion of Bond Counsel.** These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, as Lessor
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

UMB Bank, N.A., as Escrow Agent
928 Grand Blvd., 12th Floor
Kansas City, MO 64106

Re: ______________________________ Acquisition Fund established by the Escrow Agreement, dated ______________, 2018 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"), ______________________________ ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the __________ day of ______________, 2018 (the "Lease") described in the Escrow Agreement.

Equipment: ____

Payee: ______________________
____
____

Amount: $______________________

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED: Dated: ____________________, 20___

Clayton Holdings, LLC
LESSOR

____
LESSEE

By: ______________________________

Title: Officer

By: ______________________________

Printed Name: ______________________________
Title: ______________________________

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: ____________________

____
LESSEE

By: ____________________________________

Printed Name: __________________________
Title: _________________________________

City of Pittsburg Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO:	DARON HALL City Manager
FROM:	MATT BACON Director of Public Works & Utilities
DATE:	July 16, 2025
SUBJECT:	Agenda Item – July 22nd, 2025 Disposition of Bids 2025 Mill, Overlay and Pavement Marking Project

Bids were received on Tuesday, July 15, 2025, for the 2025 Mill, Overlay and Pavement Marking Project. This project consists of milling the old asphalt and replacing it with a new asphalt overlay with additional new pavement markings at multiple intersections within the city. The City received four bids (see attached bid tab sheet). After reviewing the bids received, staff is recommending that the project be awarded to Emery Sapp & Sons of Joplin Mo., for their base bid plus add- alternate #1,2 & 3 in the amount of $1,674,439.73. This project will be funded by the City's Street Sales Tax Program.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 22nd, 2025? Action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachments: Bid Tab
Quantity Sheets

City of Pittsburg
Forward Together.

BID TABULATION

2025 Mill, Overlay and Pavement Marking Project

Bid Opening: July 15, 2025- 2:00 PM

ITEM NO.	DESCRIPTION	UNIT	Estimated Quanity	Engineer's Estimate UNIT COST	Engineer's Estimate EXTENSION	Emery Sapp & Sons UNIT COST	Emery Sapp & Sons EXTENSION	APAC UNIT COST	APAC EXTENSION	Blevins UNIT COST	Blevins EXTENSION	Bettis Asphalt & Construction UNIT COST	Bettis Asphalt & Construction EXTENSION
1	Mobilization	L.S.	1	$30,000.00	$ 30,000.00	$122,655.38	$122,655.38	$6,655.00	$6,655.00	$42,735.00	$42,735.00	$167,750.00	$167,750.00
2	Traffic Control	L.S.	1	$40,000.00	$ 40,000.00	$29,278.25	$29,278.25	$20,700.00	$20,700.00	$30,945.00	$30,945.00	$25,000.00	$25,000.00
3	Milling (2)	S.Y.	98,051	$ 3.75	$ 367,691.25	$2.00	$196,102.00	$2.60	$254,932.60	$2.61	$255,913.11	$3.59	$352,003.09
4	HMA Commercial Grade Asphalt	Tons	10,662	$ 95.00	$ 1,012,890.00	$91.00	$970,242.00	$96.70	$1,031,015.40	$79.50	$847,629.00	$97.29	$1,037,305.98
5	Multi-Comp Pvt Mking Yellow (4")	L.F.	28,874	$ 2.50	$ 72,185.00	$0.50	$14,437.00	$0.85	$24,542.90	$0.95	$27,430.30	$0.50	$14,437.00
6	Multi-Comp Pvt Mking White (6")	L.F.	8,288	$ 3.75	$ 31,080.00	$0.70	$5,801.60	$1.19	$9,862.72	$1.27	$10,525.76	$0.70	$5,801.60
7	Multi-Comp Pvt Mkring White (24")	L.F.	3,314	$ 22.00	$ 72,908.00	$6.00	$19,884.00	$10.21	$33,835.94	$16.40	$54,349.60	$6.00	$19,884.00
8	Multi-Comp Pvt Marking White (Lt turn Arrow)	Each	16	$ 300.00	$ 4,800.00	$200.00	$3,200.00	$212.12	$3,393.92	$343.00	$5,488.00	$200.00	$3,200.00
9	Multi-Comp Pvt Mking White (Thru Arrow)	Each	3	$ 250.00	$ 750.00	$200.00	$600.00	$212.12	$636.36	$343.00	$1,029.00	$200.00	$600.00
10	Multi-Comp Pvt Mking White (Rt Turn Arrow)	Each	6	$ 300.00	$ 1,800.00	$200.00	$1,200.00	$212.12	$1,272.72	$343.00	$2,058.00	$200.00	$1,200.00
11	Multi-Comp Pvt Mking White (ONLY)	Each	1	$ 325.00	$ 325.00	$300.00	$300.00	$318.18	$318.18	$530.00	$530.00	$300.00	$300.00
12	Multi-Comp Pvt Mking White (Lt Turn/Thru Arrow)	Each	1	$ 550.00	$ 550.00	$300.00	$300.00	$318.18	$318.18	$450.00	$450.00	$300.00	$300.00
13	Multi-Comp Pvt Mking White (Rt Turn/Thru Arrow)	Each	1	$ 550.00	$ 550.00	$300.00	$300.00	$318.18	$318.18	$450.00	$450.00	$300.00	$300.00
14	Multi-Comp Pvt Mking White (R/R Symbol)	Each	8	$ 900.00	$ 7,200.00	$600.00	$4,800.00	$636.36	$5,090.88	$1,270.00	$10,160.00	$600.00	$4,800.00
15	Pavement Marking Removal (Outside Milled Area	S.F.	2,209	$ 2.75	$ 6,074.75	$1.00	$2,209.00	$1.06	$2,341.54	$7.90	$17,451.10	$1.00	$2,209.00
	Total of All Lump Sum and Unit Price Base Bid				$ 1,648,804.00		$1,371,309.23		$1,395,234.52		$1,307,143.87		$1,635,090.67
	Add- Alternate #1 - Removal of Existing Pavement Marking & New Installation				**Alternate Bid #1**		**Alternate Bid #1**		**Alternate Bid #1**		**Alternate Bid #1**		**Alternate Bid #1**
5	Multi-Comp Pvt Mking Yellow (4")	L.F.	6,778	$ 2.50	$ 16,945.00	$0.50	$3,389.00	$0.85	$5,761.30	$0.95	$6,439.10	$0.50	$3,389.00
6	Multi-Comp Pvt Mking White (6")	L.F.	4,595	$ 3.75	$ 17,231.25	$0.70	$3,216.50	$1.19	$5,468.05	$1.27	$5,835.65	$0.70	$3,216.50
7	Multi-Comp Pvt Mking White (24")	L.F.	2,893	$ 22.00	$ 63,646.00	$6.00	$17,358.00	$10.21	$29,537.53	$16.40	$47,445.20	$6.00	$17,358.00
8	Multi-Comp Pvt Mking White (Lt Turn Arrow)	Each	62	$ 300.00	$ 18,600.00	$200.00	$12,400.00	$212.12	$13,151.44	$343.00	$21,266.00	$200.00	$12,400.00
9	Multi-Comp Pvt Mking White (Thru Arrow)	Each	5	$ 250.00	$ 1,250.00	$200.00	$1,000.00	$212.12	$1,060.60	$343.00	$1,715.00	$200.00	$1,000.00
10	Multi-Comp Pvt Mking White (Rt Turn Arrow)	Each	2	$ 300.00	$ 600.00	$200.00	$400.00	$212.12	$424.24	$343.00	$686.00	$200.00	$400.00
13	Multi-Comp Pvt Mking White (Rt Turn/Thru Arrow)	Each	9	$ 550.00	$ 4,950.00	$300.00	$2,700.00	$318.18	$2,863.62	$450.00	$4,050.00	$300.00	$2,700.00
15	Pavement Marking Removal	S.F.	14,976	$ 2.75	$ 41,184.00	$1.00	$14,976.00	$1.06	$15,874.56	$7.17	$107,377.92	$1.00	$14,976.00
	Total Add-Alternate #1				$ 164,406.25		$55,439.50		$74,141.34		$194,814.87		$55,439.50
	Add-Alternate #2 - Pavement Marking & Removals				**Alternate Bid #2**		**Alternate Bid #2**		**Alternate Bid #2**		**Alternate Bid #2**		**Alternate Bid #2**
5	Multi-Comp Pvt Mking Yellow (4")	L.F.	125,526	$ 2.50	$ 313,815.00	$0.37	$46,444.62	$0.85	$106,697.10	$0.61	$76,570.86	$0.37	$46,444.62
15	Pavement Marking Removal	S.F.	64,537	$ 2.75	$ 177,476.75	$0.79	$50,984.23	$1.06	$68,409.22	$1.54	$99,386.98	$0.79	$50,984.23
	Total Add-Alternate #2				$ 491,291.75		$97,428.85		$175,106.32		$175,957.84		$97,428.85
	Add-Alternate #3 - 2" Milling				**Alternate Bid #3**		**Alternate Bid #3**		**Alternate Bid #3**		**Alternate Bid #3**		**Alternate Bid #3**
3	Milling (2")	S.Y.	60,107	3.75	$ 225,401.25	$2.45	$147,262.15	$2.90	$174,310.30	$3.40	$204,363.80	$4.46	$268,077.22
	Total Add- Alternate #3				$ 225,401.25		$147,262.15		$174,310.30		$204,363.80		$268,077.22
	Total Base Bid + Add Alternate No 1,2 & 3				$ 2,529,903.25		$1,671,439.73		$1,818,792.48		$1,882,280.38		$2,056,036.24
	Addendum 1 & 2						Yes		Yes		Yes		Yes
	Bid Bond						Yes		Yes		Yes		Yes
	Number of Working Days						90		30		60		120
	Anticipated State Date						Sept 15 2025		Sept. 1 2025		April 1st 2026		April 1 2026

ORIGINAL CONTRACT

2025 Mill & Overlay Project Quantities

Item #	Description	Qty.	Unit
1	Mobilization	1	L.S.
2	Traffic Control	1	L.S.
3	Milling (2")	98,051	S.Y.
4	HMA Commercial Grade Asphalt	10,662	Tons
5	Multi-Comp Pvt Mking Yellow (4")	28,874	L.F.
6	Multi-Comp Pvt Mking White (6")	8,288	L.F.
7	Multi-Comp Pvt Mking White (24")	3,314	L.F.
8	Multi-Comp Pvt Mking White (Lt Turn Arrow)	16	Each
9	Multi-Comp Pvt Mking White (Thru Arrow)	3	Each
10	Multi-Comp Pvt Mking White (Rt Turn Arrow)	6	Each
11	Multi-Comp Pvt Mking White (ONLY)	1	Each
12	Multi-Comp Pvt Mking White (Lt Turn/Thru Arrow)	1	Each
13	Multi-Comp Pvt Mking White (Rt Turn/Thru Arrow)	1	Each
14	Multi-Comp Pvt Mking White (R/R Symbol)	8	Each
15	Pavement Marking Removal (Outside Milled Area)	2209	S.F.

QUANTITIES OF MILLING AND ASPHALT OVERLAY

Street	From	To	Sq. Feet	Sq Yards	Asphalt Tonnage
Centennial	Knollview	Rouse	122,640.8	13,626.8	1,481.9
"	Intersection at Rouse		30,219.8	3,357.8	365.1
"	Rouse	R/R Tracks	95,542.6	10,615.8	1,154.4
"	R/R Tracks	East End	57,504.1	6,389.3	694.8
Rouse	Centennial	Ford	127,011.0	14,112.3	1,534.1
"	Ford	CPKCS	49,592.6	5,510.3	599.0
"	CPKCS	Quincy Conc.	51,284.9	5,698.3	619.4
Ford Avenue	Broadway	Joplin	44,589.1	4,954.3	538.8
"	Joplin	Rouse	181,626.6	20,180.7	2,194.6
Fieldcrest Addition	Joplin	Homer	95,314.4	10,590.5	1,151.7
Messenger Circle	Ford	South End	21,634.5	2,403.8	261.4
Locust Street Add-On	South of	Ford	918.2	102.0	11.1
Elm Street Add-On	South of	Ford	1,743.4	193.7	21.1
Homer Street Add-On	North of	Ford	2,837.3	315.3	34.3
			882,459.3	98,051.0	10,661.6

PAVEMENT MARKING QUANTITIES

Street	From	To	4" Yellow	6" White	24" White	Lt. Turn Arrow	Thru Arrow	Rt. Turn Arrow	ONLY	Lt. Tn/Thru Arrow	Rt. Tn/Thru Arrow	R/R Symbols
Centennial	Knollview	Rouse	4,514.0	1,392.0	444.0							
"	Intersection at Rouse		416.0	268.0	444.0	2	1	1				
"	Rouse	R/R Tracks	3,848.0	1,008.0	69.0							2
"	R/R Tracks	East End	2,148.0	616.0	69.0							2
Rouse	Centennial	Ford	4,640.0	1,396.0	395.0	4	2	1	1			
"	Ford	CPKC Tracks	1950.0	520.0	136.0							2
"	CPKC Tracks	Quincy Conc.	2178.0	584.0	63.0							2
Ford Avenue	Broadway	Joplin (East)	2,152.0	350.0	865.0	6				1	1	
"	Joplin	Rouse	6,970.0	2,153.0	706.0	4		4				
Fieldcrest Addition	Joplin	Homer			55.0							
Messenger Circle	Ford	South End										
			28,816.0	8,288.0	3,246.0	16	3	6	1	1	1	8

PAVEMENT MARKING REMOVAL QUANTITIES ON UNMILLED SURFACES ADJACENT TO NEW PAVING

Street	Intersecting Street	12" or less Width (L.F.)	24" Width (L.F.)
Centennial	Homer	77	14
"	Stilwell (South)	62	14
"	Stilwell (North)	79	14
"	Tucker	79	14
"	Tucker Terrace	69	14
"	Research Road	90	59
Ford Avenue	Broadway	99	42
"	Locust	118	54
"	English	76	48
"	Joplin	167	44
"	Hobson Dr.	97	42
"	Messenger Cir.	92	28
"	Homer	141	55
"	Taylor	43	18
Totals		1289	460
		1289 Sq Ft.	920 Sq. Ft.

ADD-ALTERNATE #1
(Intersection Re-stripping)

ADD-ALTERNATE #1 (Removal Of Existing Pavement Markings & New Installation) (AT 11 SEPARATE STREET INTERSECTIONS)

Item #	Description	Qty.	Unit
5	Multi-Comp Pvt Mking Yellow (4")	6,778	L.F.
6	Multi-Comp Pvt Mking White (6")	4,595	L.F.
7	Multi-Comp Pvt Mking White (24")	2,893	L.F.
8	Multi-Comp Pvt Mking White (Lt Turn Arrow)	62	Each
9	Multi-Comp Pvt Mking White (Thru Arrow)	5	Each
10	Multi-Comp Pvt Mking White (Rt Turn Arrow)	2	Each
13	Multi-Comp Pvt Mking White (Rt Turn/Thru Arrow)	9	Each
15	Pavement Marking Removal	14,976	S.F.

Existing markings to be removed and replaced "in place" with new markings at:
20th & Broadway, Quincy & Broadway, 4th & Rouse, 23rd & Joplin, Centennial & Broadway, 4th & Walnut, 4th & Free Kings Hwy, 27th & Broadway & 29th & Broadway, 20th & Hwy 69 Bypass & Atkinson & Broadway

ADD-ALTERNATE #1 (INTERSECTION PAVEMENT MARKING QUANTITIES)

Intersection Of	4" Yellow	6" White	24" White	Lt. Turn Arrow	Thru Arrow	Rt. Turn Arrow	ONLY	Lt. Tn/Thru Arrow	Rt. Tn/Thru Arrow
20th & Broadway	946.0	620.0	410.0	9	0	0	0		
Quincy & Broadway (North, South & West)	554.0	405.0	333.0	6	0	0	0		
4th & Rouse	710.0	575.0	496.0	8	0	0	0		
23rd & Joplin	378.0	198.0	328.0	2	0	0	0		
Centennial & Broadway	1,168.0	621.0	263.0	9	5	0	0		9
4th & Walnut	820.0	426.0	376.0	8	0	0	0		
4th & Free Kings (North, South & West)	506.0	217.0	57.0	4	0	0	0		
27th & Broadway (North, South)	374.0	211.0	149.0	2					
29th & Broadway	750.0	503.0	321.0	7	0	0	0		
20th & Hwy 69 Bypass (E-W) (East & West Only)	300.0	538.0	83.0	4	0	0	0		
Atkinson & Broadway	272.0	281.0	77.0	3		2			
	6,778.0	4,595.0	2,893.0	62	5	2	-		9

ADD-ALTERNATE #1 (PAVEMENT MARKING REMOVALS - INTERSECTIONS)

Intersection	12" or less Width (L.F.)	24" Width (L.F.)	Lt Turn Arrow	Thru Arrow	Rt Turn Arrow	Rt Turn/Thru Arrow
20th & Broadway	1093	410	9			
Quincy & Broadway	682	333	6			
4th & Rouse	930	496	8			
23rd & Joplin	387	328	2			
Centennial & Broadway	1205	263	9	5		9
4th & Walnut	836	376	8			
4th & Free Kings Hwy.	470	57	4			
27th & Broadway	398	149				
29th & Broadway	878	321	7			
20th & Highway 69 Bypass	688	83	4			
Atkinson & Broadway	417	77	3		2	
Quantity	7984	2893	60	5	2	9
	7984 Sq. Feet	5786 Sq. Feet	900 Sq. Feet	48 Sq. Feet	30 Sq. Feet	227.75q. Feet

City of Pittsburg
Forward Together.

No.	Revision	By	Date

QUANTITES

2025 ASPHALT MILL & OVERLAY PROJECT
CITY OF PITTSBURG, KANSAS

Designed by- | Job No. ______ | Sht. 4 of 24
Drawn by GAH | Date May 2025

ADD-ALTERNATE #2
(Double Yellow - Long Lines)

ADD-ALTERNATE #2 (PAVEMENT MARKINGS & REMOVALS)
(Double Yellow - Long Lines)

Item #	Description	Qty.	Unit
5	Multi-Comp Pvt Mking Yellow (4")	125,526	L.F.
15	Pavement Marking Removal	64,537	S.F.

Includes Some Marking Removals Through Intersections

ADD-ALTERNATE #2 (PAVEMENT MARKING & 12" REMOVAL)
(4" Double Yellow)

(See Other sheet)

Street	From	To	12" Milling (L.F.)	Double Yellow
14th Street	Joplin	Broadway	96	192
20th Street	Hwy 69 Bypass	Michigan	4,986	9,972
20th Street	Rouse	Free Kings Hwy	4,972	9,944
23rd Street	Joplin	Rouse	3,748	7,496
29th Street	Broadway	Joplin	1,175	2,350
4th Street	Broadway	Grand	1,644	3,288
Atkinson Road	Broadway	Wild Red Road	3,937	7,874
Centennial Avenue	Knollview	Broadway	2,574	5,148
Jefferson	Broadway	Rouse	4,736	9,472
Joplin	Centennial	Atkinson Road	17,358	34,716
Memorial Drive	Hwy 69 Bypass	Walnut	3,464	6,928
Quincy	Hwy 69 Bypass	Broadway	222	444
Rouse	Atkinson Road	Quincy (Concrete)	13,851	27,702
Removals of Double Yellow Through Intersections			1,774	
		Lineal Feet	64,537	125,526

ADD-ALTERNATE #3
(Additional 2" Milling)

ADD-ALTERNATE #3 (2" Milling)

Item #	Description	Qty.	Unit
3	Milling (2")	60,107	S.Y.

ADD-ALTERNATE #3 (Additional Street Milling (2")

Street	From	To	Width	Length	Sq. Feet	Sq. Yards
20th Street	Locust	Michigan	32	2,300	73,600.0	8,177.8
21st Street	Joplin	Grand	27	590	15,930.0	1,770.0
22nd Street	Joplin	Grand	22	590	12,980.0	1,442.2
22nd Street	Grand	Michigan	23	620	14,260.0	1,584.4
24th Street	Joplin	Michigan	19	1,189	22,591.0	2,510.1
25th Street	Grand	Michigan	17	623	10,591.0	1,176.8
Elm	4th Street	Rose	32	2,675	85,600.0	9,511.1
Grand	23rd Street	27th Street	20	1,350	27,000.0	3,000.0
Grand	20th Street	23rd Street	21	1,040	21,840.0	2,426.7
Grand	4th Street	20th Street	32	5,200	166,400.0	18,488.9
Michigan	20th Street	23rd Street	26	1,045	27,170.0	3,018.9
Pine	11th Street	20th Street	21	3,000	63,000.0	7,000.0
					540,967.0	60,106.9

City of Pittsburg
Forward Together.

No.	Revision	By	Date

QUANTITES

2025 ASPHALT MILL & OVERLAY PROJECT
CITY OF PITTSBURG, KANSAS

Designed by–	Job No. ________	Sht. 4A of 24
Drawn by GAH	Date May 2025	

City of Pittsburg
Forward Together.

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 16, 2025

Subject: Agenda Item – July 22, 2025 -
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 2025 Tenant-Based Rental Assistance (TBRA) program, administered by the Kansas Housing Resources Corporation (KHRC). The requested grant amount is $100,000.

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 $800 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 fourteen 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 283 households, benefiting more than 696 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

Megan Keener
Assistant Director of Housing
Pittsburg Public Housing Authority

Tenant Based Rental Assistance 2025 Application

2025 TBRA Applicants:

For the 2025 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, 2025 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 2025 TBRA funds is dependent on Kansas Housing receiving our allocation of the federal 2025 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)
2025 APPLICATION
AVAILABLE FUNDING: $1,800,000

A. Application Process
   1. Submittal Requirements
      The Kansas Housing Resources Corporation (KHRC) must receive the application before 5:00 p.m. on Friday, August 8, 2025. An acknowledgment (receipt) will be provided via email.
      Submit the application package to:

      Kansas Housing Resources Corporation
      Attn: TBRA Program Manager
      200 SW 6th Avenue
      Topeka, Kansas 66603

      OR

      Via Email:
      TBRA@kshousingcorp.org

   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 tenant based rental assistance program.

   3. Standard Application Forms
      To provide the required information to the review team and reduce this required paperwork, only applications on standard forms will be considered. A complete set of forms must be submitted.

B. Application Instructions
   1. Applications <u>must</u> include the following:
      - Funding Summary (form provided in Application)
      - Statement of Assurances and Certifications (form provided in Application)
      - Narratives – Project Need, Project Impact, 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.**
      - Budget Worksheet

   2. The applicants should review the entire application form and instructions before beginning to prepare the application. Applicants must submit one original of the application.

   3. Only 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.

C. Ratings Criteria (750 Points Maximum)

1. Project Need (300 points maximum)
   Applicants will receive up to 300 points based on comparison with other TBRA Project Need descriptions according to the following criteria:
   - The application should provide identification and documentation of how the level of need for the TBRA request was determined by the applicant.
   - Information should include the number of families on the current waiting list and the number of families currently receiving assistance
   - The total population and per capita income of the community
   - The proposed program tenants who fall at or below 30% of the median income
   - The proposed number of homeless, disabled, elderly, or single parent households, and those paying over 50% of their income for rent.

2. Project Impact (300 points maximum)
   Applicants will receive up to 300 points based on comparison with other TBRA Project Impact descriptions according to the following criteria:
   - The applicant must describe how the program design addresses the identified need
   - How this program will enhance the community
   - How this program will further the intent of providing housing to very-low income persons.
   - The number of TBRA tenants from the previous year who moved to a Section 8 program or to self-sufficiency should be indicated. Other measures of success for previous tenants who received rental subsidies but later moved to self-sufficiency may be indicated.
   - If services are offered in conjunction with rental assistance (e.g., homeless case management, disability support services, etc.) those services and the populations receiving them should be described. Note that participation in offered services *cannot* be a requirement for receiving TBRA.

3. Capacity (100) Points
   Administrative Plans will be evaluated. Areas reviewed will include
   - The minimum requirements for the Administrative Plan in the KHRC TBRA Policy
   - Rental housing experience
   - Administrative support for previous TBRA grant awards (if applicable)
   - Proposed or already established marketing efforts to the geographical area
   - Accuracy of reports if previous TBRA grant awards have been made
     - Compliance review issues for existing TBRA grantees will be considered

4. Non-Local HOME Areas (50) Points
   Applicants in non- Local HOME Participating Jurisdictions (local PJs) will receive a funding preference. Within the HOME Program, the cities of Topeka, Lawrence, Wichita, Kansas City and Johnson County are considered local PJs. Local PJs receive HUD HOME funding directly. Applicants outside of these jurisdictions will receive 50 points.
   (NOTE: Applications serving local HOME PJs are restricted to serving special populations as identified in the Kansas Consolidated Plan.)

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, Assisant 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)* 2
State Senate District* 12
State Representative District* 3
*Districts for agency city/county location only

TBRA Proposed Activities	**Total Proposed Households**	**(UNITS)**
☐ Rental Subsidies	Rental Subsidy	
☒ Security Deposits	Security Deposit Subsidy	210
☐ Utility Deposits*	Utility Deposit Subsidy*	

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

Total funding requested $ 100,000

Has applicant previously been awarded a HOME Grant?						Yes ☒ No ☐		
Year	2023	$100,000	Year	2022	$50,000	Year	2021	$100,000
Year	2020	$100,000	Year	2019	$100,000	Year	2018	$100,000

FUNDING HISTORY-Use most recent TBRA grant if applicable. Check if NOT applicable or first time applying ☐

Data for grant award FFY 2023 January 1-December 31 of the year 2023

Total Tenant **Households** (UNITS) Served to Date from above Grant Award during above Year (Only): 0; just opened

Average TBRA Rental Subsidy Paid Per Unit	$	Total Household UNITS Receiving Rental Subsidies	
Average TBRA Security Deposit Paid Per Unit	$750	Total Household UNITS Receiving Security Deposit Subsidies	115

Project Summary

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

Please see TBRA attachments

Please provide your TBRA Tenant Selection Policy (24 CFR 92.209 (c) that is included in your Administrative Plan and the page number.

Please see TBRA attachments

Estimated number of tenant **households** (total units) who will benefit from 2025 TBRA: 210

Estimated number of **persons** (including children in households) who will benefit from 2025 TBRA: 630

2025 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	50	23 %
Single Parent Households	75	38 %
Special Populations to be served (Examples include Elderly, People with Mental Illness, SPMI, or other specific disabilities.)	Type of Specific Special Populations to be Served and Number of units for each one: Elderly - 43 Disabled - 42	15 %
Paying more than 30% for rent	75	15 %
Paying more than 50% for rent	50	10 %

Total number of households currently on your waiting list for rental housing subsidy (Section 8):
Total number of counties this waiting list covers: 1 counties
What are the average months for your waiting list: 13 months

List the proposed number of households to be served with 2025 grant funding for each category below:

Median income to be served: 51%-60% 10 (# of households total)

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

0%-30% 150 (# of households total)

Census Per Capita Income for proposed county(ies) (refer to www.census.gov/quickfacts/)*:

County Crawford Per Capita Income $29,188 Median Household Income $50,311

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.

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): $100,000
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.
MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.
Such steps must be documented and will be monitored by the Kansas Housing Resources Corporation.
Describe how your agency will be furthering fair housing:

Through our TBRA Security Deposit Assistance, the Ciyt of Pittsburg/Pittsburg Public Housing Authority (PHA) is committed to furthering fair housing by reducing financial barriers to rental housing for low-income individuals and families. This assistance helps expand housing choice, especially in high-opportunity and low-poverty neighborhoods. The PHA ensures fair and equal access to the program regardless of race, color, national origin, sex, religion, disability, or familial status. By lowering upfront housing costs and promoting mobility, our program supports more equitable access to quality housing across Pittsburg.

Please see attached fair housing documentation.

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.
If you have had TBRA, provide a press release that was shared with media for this program in attachments.

Marketing Platforms	Name of Platform	City or Counties Covered
Televison Station	KOAM/Fox 14 - KODE - KSN - Cable TV	Pittsburg/Joplin - The 4 State Region
Newspapers	The Morning Sun - The Joplin Globe	Pittsburg,KS - Joplin, MO/Region
Radio Stations	KKOW - KSEK	Pittsburg/The 4 State Region
Other	City of Pittsburg Website & Facebook - Service Providers	Pittsburg Area

Other Attachments:

- ☑ 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
- ☑ TBRA Project Budget Form
- ☑ Housing administrative Plan
- ☑ 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.

Applicant: City of Pittsburg, Kansas

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: Dawn McNay
Title: Mayor, City of Pittsburg
Date: July 22, 2025

Signature: ______________________

Name: Megan Keener
Title: Assistant Director of Housing
Date: July 22, 2025

Signature: Megan Keener

____
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

Applicant: City of Pittsburg, Kansas

TENANT BASED RENTAL ASSISTANCE
BUDGET WORKSHEET

USE THE HOME FAIR MARKET RENT THAT STARTED JUNE 1, 2025

USE THE HOME INCOME LIMITS THAT STARTED JUNE 1, 2025

2025 PROPOSED BUDGET FOR ESTIMATED 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)	$ 7 6 0	$ 9 9 6	$ 1 3 9 5	$ 1 5 9 7	$ 1 5 9 7
(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	$750	$1000	$1300	$1450	$1450
(9) Estimated Number of Security Deposit Households	80	80	40	10	0
(10) Total Estimated Per Household Security Deposit cost [(8) x (9)]	$60,000	$80,000	$52,000	$14,500	$0
(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)]	$60,000	$80,000	$52,000	$14,500	$0
(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					$206,500

Applicant: City of Pittsburg

TENANT BASED RENTAL ASSISTANCE
PROJECT NARRATIVES

The following describes the criteria and information for an applicant to apply for 2025 HOME TBRA funds. All applicants shall complete the HOME Funding Summary. The remainder of the application shall consist of four sections: (1) Project Need, (2) Project Impact, (3) Capacity, (4) Map/description of geographical jurisdiction served. Narratives for these sections shall be typed on standard letter-sized paper with appropriate headings and subcategories.

1. Project Need – Applicants must identify and document the need in the community or jurisdiction for TBRA. Information in the narrative should include the following:
    a. Identification and documentation of how the level of need for the TBRA request was determined by the applicant.
    b. The total population and per capita income of the community.
        i. Per capita income from the U.S. census for the city/county jurisdiction served. Reference: www.quickfacts.census.gov.
    c. 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.
    d. 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).
    e. Description of any special population needs within the geographic area (elderly, disabled, handicapped, etc.)
    f. Number and percentage of homeless and single-parent households in applicant's service area.
    g. Description of any other rental subsidy program(s) operating in the service area.

2. Project Impact – Applicants must describe how TBRA addresses the needs described in the Project Need narrative. Information should include:
    a. 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.
    b. Timeline describing the initial distribution of assistance to the final commitment of funds during the proposed three-year grant award funding.
    c. Description of the plan for continued assistance for families after the end of the program (Section 8, self-sufficiency, etc.)
    d. 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.
    e. Description of other methods to be used to measure the success of the program.

3. Capacity

   a. Administrative Plan –The Plan must be attached and must meet minimum standards established in the KHRC TBRA Policy.
   b. 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.

4. Non-Local HOME Area

   a. A map of the jurisdiction served must be provided.
   b. 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.)

Statement of Assurances & Certifications

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

1. It possesses legal authority to make 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 so as 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)

Dawn McNay
Name (typed or printed)

Mayor, City of Pittsburg
Title

City of Pittsburg/Pittsburg Public Housing Authority
Applicant Agency/Housing Authority

July 22, 2025
Date

City of Pittsburg
Forward Together.

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 16th, 2025

Subject: Agenda Item – July 22, 2025
Notification of Grant Award: Emergency Solution Grant 2025-2026

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 $97,363.00. The grant period spans fifteen (15) months, from July 1, 2025, through September 30, 2026.

This funding is intended to assist in the prevention of homelessness among at-risk individuals and families, as well as to provide critical support to those currently experiencing homelessness. For over twelve years, the City of Pittsburg/Pittsburg Public Housing Authority have collaborated with community-based organizations to support our most vulnerable populations. In alignment with this ongoing commitment, the City of Pittsburg/Pittsburg Public Housing Authority will partner with the Community Health Center of Southeast Kansas for the administration of this grant.

The City of Pittsburg/Pittsburg Public Housing Authority has been awarded funding for Rapid Re-Housing and Homelessness Prevention services. These services include rental subsidies, assistance with rental arrears, security deposits, and utility support—all designed to promote housing stability, prevent displacement, and facilitate the rapid transition of individuals and families from homelessness into permanent housing.

Additionally, the Community Health Center of Southeast Kansas has been awarded funding to implement Street Outreach services. These services are designed to engage unsheltered individuals and families, address their immediate needs, and connect them with emergency shelter (as applicable), stable housing opportunities, and critical health and social 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

KANSAS HOUSING
RESOURCES CORPORATION

July 1, 2025

Megan Keener
City of Pittsburg (Subrecipient)

Dear Megan Keener,

Kansas Housing Resources Corporation is pleased to announce the City of Pittsburg has been selected for a conditional award of $97,363.00 in the 2025 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
$94,801.00	$2,562.00	$97,363.00

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

- City of Pittsburg
- Community Health Center of SEK

Please complete and submit the following forms by July 31, 2025. 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 2025 Emergency Solutions Grant funds. This award is dependent on Kansas Housing receiving our allocation of 2025 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

Sub Recipient's Name	Sub Recipient's Address
City of Pittsburg, Kansas	201 W 4th Street 101 N Pine St Pittsburg, KS 66762

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

City of Pittsburg

STATE 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.)* $ 38,800.00

Rental Assistance: $13,500.00 CM Salary: $6,600.00
Utility Assistance: $8,300.00
Rental Arrears: $8,300.00
Security Deposit: $2,100.00

Rapid Re-Housing *(List standard sub items with planned expenses.)* $ 38,800.00

Rental Assistance: $16,600.00
Utility Assistance: $12,600.00
Security Deposit: $3,000.00
CM Salary: $6,600.00

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

TOTAL APPROVED ESG EXPENSES $ **77,600.00**

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS	AMOUNT
Donated Materials or Buildings	$
Value of Lease	$
Staff Salaries Staff Salaries	$ 73,930.00
Volunteer Time In-kind HQS Inspector Service	$ 6,875.00
Other Non-ESG Sources	$
TOTAL MATCHING FUNDS (Must equal Total Approved ESG Expenses.)	$ **80,805.00**

I, the undersigned, approve this Budget Itemization.

<u>Financial Officer of Sub-Recipient Responsible for ESG Account</u>

	July 22, 2025
Signature	Date
Dawn McNay	Mayor, City of Pittsburg
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:	City of Pittsburg

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: ______________________

Date: July 22, 2025

BUDGET ITEMIZATION
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
KANSAS HOUSING RESOURCES CORPORATION

Sub Recipient's Name	Sub Recipient's Address
City of Pittsburg, KS	201 W 4th Street 101 N Pine St Pittsburg, KS 66762

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

Community Health Center of Southeast Kansas

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach *(List standard sub items with planned expenses.)* $ 17,201.00

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, and brings appropriate health facility.
Key activities include establishing a Homeless Certification, Conducting Coordinate Entry Assessments, 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.)* $

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.)* $

TOTAL APPROVED ESG EXPENSES $ **17,201.00**

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS	AMOUNT
Donated Materials or Buildings	$
Value of Lease	$
Staff Salaries Percent of Building Health, Inc. Director's Salary	$ 17,201.00
Volunteer Time	$
Other Non-ESG Sources	$
TOTAL MATCHING FUNDS (Must equal Total Approved ESG Expenses.)	$ **17,201.00**

I, the undersigned, approve this Budget Itemization.

Financial Officer of Sub-Recipient Responsible for ESG Account

Signature	Date July 22, 2025
Name Dawn McNay	Title Mayor, City of Pittsburg
Telephone # 620-231-4100	Fax # 620-232-3453

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: ______________________________

Date: July 22, 2025

KANSAS HOUSING

2025-2026 Kansas ESG

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	$17,201.00	$17,201.00	Percent of Building Health, Inc Director's Salary
Emergency Shelter			
Homeless Prevention	$38,800.00	$73,930.00	Staff Salaries
Rapid Re Housing	$38,800.00	$6,875.00	In-kind HQS Inspector Services
HMIS			
Total	$94,801.00	$98,006.00	

Signature: ______________________ Date: July 22, 2025

Title: Dawn McNay, Mayor, City of Pittsburg

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/10/2025			197842		
C-CHECK	VOID CHECK	V	7/10/2025			197847		
C-CHECK	VOID CHECK	V	7/10/2025			197848		
C-CHECK	VOID CHECK	V	7/10/2025			197849		
C-CHECK	VOID CHECK	V	7/10/2025			197850		
C-CHECK	VOID CHECK	V	7/10/2025			197851		
C-CHECK	VOID CHECK	V	7/10/2025			197852		
C-CHECK	VOID CHECK	V	7/10/2025			197853		
C-CHECK	VOID CHECK	V	7/10/2025			197854		

* * 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:	9	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK:	TOTALS:	9	0.00	0.00	0.00
BANK:	TOTALS:	9	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F	D	7/03/2025			000000		62,054.31
0728	ICMA	D	7/03/2025			000000		1,416.56
1050	KPERS	D	7/03/2025			000000		57,016.20
3570	AMERICAN EXPRESS, INC	D	7/07/2025			000000		160.83
4520	ETS CORPORATION	D	7/02/2025			000000		18,769.19
5677	BANK OF AMERICA, INC	D	7/03/2025			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	7/03/2025			000000		6,179.00
8317	ADCOMP SYSTEMS INC	D	7/08/2025			000000		126.60
8526	HEALTH PLANS, INC	D	7/03/2025			000000		4,546.77
8704	CYBERSOURCE CORPORATION	D	7/02/2025			000000		126.53
8712	ALLEN, GIBBS, & HOULIK, LLC	E	7/07/2025			026666		17,567.03
8724	ASSURED PARTNERS CAPITAL, INC	E	7/07/2025			026667		5,278.75
9008	SERRMI PRODUCTS LLC	E	7/07/2025			026668		5,145.00
9013	STEBBINS, TIMOTHY D.	E	7/07/2025			026669		1,000.00
9039	ECONOMIC LIFELINES	E	7/07/2025			026670		750.00
9097	CROSSLAND HEAVY CONTRACTORS, I	E	7/07/2025			026671		2,945,553.44
9103	HERNANDEZ, DELIANIRA MEJIA	E	7/07/2025			026672		23.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	7/07/2025			026673		26,250.00
0194	KANSAS STATE TREASURER	E	7/07/2025			026674		2,696.00
0276	JOE SMITH COMPANY, INC.	E	7/07/2025			026675		1,010.64
0317	KUNSHEK CHAT & COAL CO, INC.	E	7/07/2025			026676		1,675.00
0659	PAYNES INC	E	7/07/2025			026677		115.36

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1629	PITTSBURG BEAUTIFUL	E	7/07/2025			026678		5,825.00
2960	PACE ANALYTICAL SERVICES LLC	E	7/07/2025			026679		649.40
4618	TRESA LYNNE MILLER	E	7/07/2025			026680		697.50
5648	JASON WISKE	E	7/07/2025			026681		1,000.00
5855	STERICYCLE, INC.	E	7/07/2025			026682		315.12
6464	PRO X PROPERTY SOLUTIONS, LLC	E	7/07/2025			026683		275.80
7480	RODGER PETRAIT	E	7/07/2025			026684		75.00
7749	CHARLIE PHILLIPS	E	7/07/2025			026685		196.00
7754	WILLOW TREE WEAVING	E	7/07/2025			026686		46.00
7839	VISION SERVICE PLAN INSURANCE	E	7/07/2025			026687		2,274.04
8103	ANDY ROBERTS	E	7/07/2025			026688		64.00
8194	BAKER TILLY MUNICIPAL ADVISORS	E	7/07/2025			026689		2,900.00
8326	KAYLYN HITE	E	7/07/2025			026690		1,000.00
8629	DAVID LEON GIEFER	E	7/07/2025			026691		20.00
8729	NATHAN HUGHES	E	7/07/2025			026692		75.00
8732	BRANDON SPEAR	E	7/07/2025			026693		75.00
8894	CAMERON CLARK	E	7/07/2025			026694		150.00
9101	DEGONIA, ROBERT	E	7/07/2025			026695		3,000.00
0748	CONRAD FIRE EQUIPMENT	E	7/11/2025			026696		1,517.36
1478	KANSASLAND TIRE #1828	E	7/11/2025			026697		2,557.82
6524	ELLIOTT EQUIPMENT COMPANY	E	7/11/2025			026698		1,411.64
7392	ASSURECO RISK MANAGEMENT & REG	E	7/11/2025			026699		350.00

VENDOR SET: 99 City of Pittsburg, KS
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DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7791	C4 HOLDINGS LLC	E	7/11/2025			026700		140.00
8523	INSCO INDUSTRIES, INC	E	7/11/2025			026701		49,848.00
8712	ALLEN, GIBBS, & HOULIK, LLC	E	7/11/2025			026702		21,038.04
8724	ASSURED PARTNERS CAPITAL, INC	E	7/11/2025			026703		3,750.00
8737	EK ENTERPRISE	E	7/11/2025			026704		913.00
8782	ED MILLER AUTO SUPPLY	E	7/11/2025			026705		58.98
8841	STAR WHOLESALE SUPPLY CO INC	E	7/11/2025			026706		15.36
8882	FIRST RESPONDER OUTFITTERS, IN	E	7/11/2025			026707		1,395.25
8914	ALL PRO LAWN CARE & SNOW REMOV	E	7/11/2025			026708		1,904.00
8941	JOPLIN CUSTOM FENCE	E	7/11/2025			026709		1,760.00
9038	MINNESOTA ELEVATOR INC	E	7/11/2025			026710		6,492.00
9046	SHAWNEE MISSION TREE SERVICE,	E	7/11/2025			026711		86,085.00
9078	RELIABLE GLASS LLC	E	7/11/2025			026712		68.83
9098	BECKER, PAIGE	E	7/11/2025			026713		9.00
9106	CONTRACTORS PORTABLES, INC.	E	7/11/2025			026714		420.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	7/11/2025			026715		1,820.00
0046	ETTINGERS OFFICE SUPPLY	E	7/11/2025			026716		742.60
0054	JOPLIN SUPPLY COMPANY	E	7/11/2025			026717		4,373.03
0055	JOHN'S SPORT CENTER, INC.	E	7/11/2025			026718		578.67
0101	BUG-A-WAY INC	E	7/11/2025			026719		160.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/11/2025			026720		8,687.02
0199	KIRKLAND WELDING SUPPLIES	E	7/11/2025			026721		38.00

VENDOR SET: 99 City of Pittsburg, KS
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DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0276	JOE SMITH COMPANY, INC.	E	7/11/2025			026722		1,607.51
0294	COPY PRODUCTS, INC.	E	7/11/2025			026723		1,072.94
0328	KANSAS ONE-CALL SYSTEM, INC	E	7/11/2025			026724		344.47
0534	TYLER TECHNOLOGIES INC	E	7/11/2025			026725		18,606.10
0583	DICKINSON INDUSTRIES INC	E	7/11/2025			026726		1,729.09
0650	HOME CENTER CONSTRUCTION	E	7/11/2025			026727		16,974.00
0866	AVFUEL CORPORATION	E	7/11/2025			026728		21,695.33
1097	BARCO MUNICIPAL PRODUCTS INC	E	7/11/2025			026729		5,835.00
1767	KIM VOGEL	E	7/11/2025			026730		253.91
1792	B&L WATERWORKS SUPPLY, LLC	E	7/11/2025			026731		1,521.45
2035	O'BRIEN ROCK CO., INC.	E	7/11/2025			026732		938.00
2126	BUILDING CONTROLS & SERVICE IN	E	7/11/2025			026733		776.28
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/11/2025			026734		918.00
2707	THE LAWNSCAPE COMPANY, INC.	E	7/11/2025			026735		1,081.25
2767	BRENNTAG SOUTHWEST, INC	E	7/11/2025			026736		6,688.76
2825	STATE OF KANSAS	E	7/11/2025			026737		682.07
2841	KDHE	E	7/11/2025			026738		2,387.00
2921	DATAPROSE LLC	E	7/11/2025			026739		5,509.05
2960	PACE ANALYTICAL SERVICES LLC	E	7/11/2025			026740		7,090.30
2994	COMMERCIAL AQUATIC SERVICE INC	E	7/11/2025			026741		15,926.96
3261	PITTSBURG AUTO GLASS	E	7/11/2025			026742		500.00
4307	HENRY KRAFT, INC.	E	7/11/2025			026743		539.01

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4621	JCI INDUSTRIES INC	E	7/11/2025			026744		12,785.00
5014	MID-AMERICA SANITATION INC.	E	7/11/2025			026745		550.12
5049	CRH COFFEE INC	E	7/11/2025			026746		72.40
5275	US LIME COMPANY-ST CLAIR	E	7/11/2025			026747		6,158.67
5640	WELLPATH LLC	E	7/11/2025			026748		36.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	7/11/2025			026749		167.97
5883	SPROULS CONSTRUCTION INC	E	7/11/2025			026750		1,968.75
5931	VOGEL HEATING & COOLING INC	E	7/11/2025			026751		771.30
6209	MYTOWN MEDIA	E	7/11/2025			026752		200.00
6558	VERMONT SYSTEMS INC	E	7/11/2025			026753		505.00
7038	SIGNET COFFEE ROASTERS	E	7/11/2025			026754		202.50
7407	LIMELIGHT MARKETING LLC	E	7/11/2025			026755		1,650.00
7565	HARBIN FISH & BAIT FARM	E	7/11/2025			026756		1,000.00
7620	POMP'S TIRE SERVICE INC	E	7/11/2025			026757		1,442.46
7629	EARLES ENGINEERING & INSPECTIO	E	7/11/2025			026758		53,293.57
7667	BRENT'S ELECTRIC, LLC	E	7/11/2025			026759		915.80
7793	QUEENB TELEVISION OF KANSAS/MI	E	7/11/2025			026760		1,500.00
7806	CORE & MAIN LP	E	7/11/2025			026761		4,688.36
7963	PLAYSCAPE RECREATION	E	7/11/2025			026762		37,728.89
8046	CONVERGEONE, INC.	E	7/11/2025			026763		36,265.52
8200	PLUNKETT'S PEST CONTROL INC	E	7/11/2025			026764		800.22
8457	PENSKE COMMERCIAL VEHICLES US,	E	7/11/2025			026765		118.12

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8649	UPLINK, LLC	E	7/11/2025			026766		48.00
8729	NATHAN HUGHES	E	7/11/2025			026767		75.00
8732	BRANDON SPEAR	E	7/11/2025			026768		75.00
8894	CAMERON CLARK	E	7/11/2025			026769		75.00
9107	GRAY, ABIGAIL S.	E	7/11/2025			026770		27.00
7758	MR PUMP LLC	E	7/11/2025			026771		228,423.00
8844	100 NORTH PINE LLC	R	7/03/2025			197799		2,550.00
1	BOLDRINI, SUSIE	R	7/03/2025			197800		637.50
8755	CAROL GOOD	R	7/03/2025			197801		35.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/03/2025			197802		110.20
4263	COX COMMUNICATIONS KANSAS LLC	R	7/03/2025			197803		62.98
4263	COX COMMUNICATIONS KANSAS LLC	R	7/03/2025			197804		78.21
9072	CRYSTAL L THOMPSON	R	7/03/2025			197805		387.50
1108	EVERGY KANSAS CENTRAL INC	R	7/03/2025			197806		357.18
1	GRIMALDI, ALLISON	R	7/03/2025			197807		40.00
7680	IMA, INC.	R	7/03/2025			197808		9,375.00
8685	TRAVIS WILSON	R	7/03/2025			197809		5.00
9022	HANIKA, JON M	R	7/03/2025			197810		103,210.80
0175	REGISTER OF DEEDS	R	7/03/2025			197811		21.00
0175	REGISTER OF DEEDS	R	7/03/2025			197812		21.00
0175	REGISTER OF DEEDS	R	7/03/2025			197813		20.00
7442	UNIFIED SCHOOL DISTRICT #250-C	R	7/03/2025			197814		3.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	CELLCO PARTNERSHIP	R	7/03/2025			197815		97.79
7878	MARK A WERNER	R	7/03/2025			197816		631.60
8948	WHITELY RUSTIC NEST	R	7/03/2025			197817		24.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	7/10/2025			197829		215.01
0516	AMERICAN CONCRETE CO INC	R	7/10/2025			197830		952.00
7330	ATHCO, LLC	R	7/10/2025			197831		7,686.10
5966	BERRY COMPANIES, INC.	R	7/10/2025			197832		3,662.24
8278	GERSON BOCANEGRA	R	7/10/2025			197833		25.00
1	CALDERON, CARLOS	R	7/10/2025			197834		925.13
1	CB HOMES	R	7/10/2025			197835		1,687.00
5283	CLASS LTD	R	7/10/2025			197836		195.25
1	COUNTRYSIDE CHRISTIAN CHURCH	R	7/10/2025			197837		4,577.08
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2025			197838		708.54
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2025			197839		445.80
4263	COX COMMUNICATIONS KANSAS LLC	R	7/10/2025			197840		96.54
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	7/10/2025			197841		2,309.94
9072	CRYSTAL L THOMPSON	R	7/10/2025			197843		317.50
0375	WICHITA WATER CONDITIONING	R	7/10/2025			197844		11.50
7493	EMERY SAPP & SONS INC	R	7/10/2025			197845		32,238.90
8791	ENTERPRISE FM TRUST	R	7/10/2025			197846		97,619.22
8430	EQUIPMENTSHARE.COM, INC	R	7/10/2025			197855		1,734.05
1108	EVERGY KANSAS CENTRAL INC	R	7/10/2025			197856		25,285.77

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 7/02/2025 THRU 7/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9108	GUARDIANS OF THE CHILDREN	R	7/10/2025			197857		574.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	7/10/2025			197858		102.66
9102	JAY HATFIELD MOTORSPORTS LLC	R	7/10/2025			197859		1,620.00
1704	AMERICAN MEDIA INVESTMENTS	R	7/10/2025			197860		250.00
9109	LEDBETTER, SUSAN M.	R	7/10/2025			197861		9.00
7945	LUCKY-BUT LAWN CARE, LLC	R	7/10/2025			197862		1,087.57
8505	PITTSBURG PUBLISHING COMPANY,	R	7/10/2025			197863		206.11
1	NO BAD VIBES	R	7/10/2025			197864		250.00
0175	REGISTER OF DEEDS	R	7/10/2025			197865		21.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	7/10/2025			197866		50.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	7/10/2025			197867		1,030.00
1	THOMASVILLE HOMES LLC	R	7/10/2025			197868		750.00
8657	VERIZON CONNECT FLEET USA LLC	R	7/10/2025			197869		1,161.54

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	51			305,472.21	0.00	305,472.21
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	10			150,420.94	0.00	150,420.94
EFT:	106			3,726,055.81	0.00	3,726,055.81
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	167	4,181,948.96	0.00	4,181,948.96
BANK: 80144 TOTALS:	167	4,181,948.96	0.00	4,181,948.96
REPORT TOTALS:	167	4,181,948.96	0.00	4,181,948.96

Passed and approved this 22nd day of July, 2025.

Dawn McNay, Mayor

Attest:

Tammy Nagel, City Clerk