



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Tuesday, September 8, 2026, 7:00 p.m.

If you wish to provide written public comment regarding any items below by email (please limit comment to 500 words), please provide them by noon on September 8, 2026 to cityclerk@gardnerkansas.gov.

*Watch this meeting live on the City's YouTube channel at
<https://www.youtube.com/user/CityofGardnerKS> *

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARING

1. Consider holding a public hearing to receive public input regarding the City's intent to exceed the revenue neutral rate

NEW BUSINESS

1. Consider adopting a resolution of the City of Gardner, Kansas, to exceed the revenue neutral rate for the fiscal year 2027 budget

PUBLIC HEARING

2. Consider holding a public hearing to receive public input regarding the proposed FY 2027 Budget

NEW BUSINESS

2. Consider adopting an ordinance adopting the Fiscal Year 2027 Budget

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on August 17, 2026
2. Standing approval of City expenditures prepared August 13, 2026 in the amount of \$1,621,135.41; August 19, 2026 in the amount of \$135,780.79; August 21, 2026 in the amount of \$1,048,562.60; August 27, 2026 in the amount of \$1,195,691.99; and August 28, 2026 in the amount of \$176.80
3. Consider an appointment to the Planning Commission
4. Consider authorizing the renewal and upgrade of Microsoft Office GCC G5 Licensing.
5. Consider authorizing the City Administrator to execute a contract with Price Construction Management to construct the Alleyway Improvements project.

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

3. Consider adopting an ordinance to condemn property through eminent domain action to construct the planned 167th Street Improvements Project
4. Consider adopting an ordinance to condemn property through eminent domain action to construct the planned 175th Street Improvements Project
5. Consider adopting an ordinance to condemn property through eminent domain action to construct the planned Grand Street Roadway Improvements Project, from Pine to Center Street
6. Consider accepting voluntary annexations with landowner consent

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

1. Consider entering into executive session to discuss matters of attorney-client privilege

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

COUNCIL ACTION FORM

PUBLIC HEARING ITEM NO. 1

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider holding a public hearing to receive public input regarding the City's intent to exceed the revenue neutral rate

Strategic Priority: Fiscal Stewardship

Department: Finance and Administration

Staff Recommendation:

Staff recommends the Governing Body hold a public hearing to receive public input regarding the City's intent to exceed the revenue neutral rate as required by Senate Bill 13, House Bill 2104, House Bill 2239, and House Bill 2125.

Background/Description of Item:

Senate Bill 13 established new notification and public hearing requirements if the proposed budget exceeds the revenue neutral property tax rate. The revenue neutral rate is the mill levy required to raise the same amount of property tax as the prior year using current year assessed valuation amounts. The Johnson County Clerk calculated Gardner's revenue neutral rate as 16.933. The City's proposed FY 2027 budget is based on a proposed mill rate of 17.814, which exceeds the revenue neutral rate.

In compliance with Senate Bill 13, House Bill 2104, House Bill 2239, and House Bill 2125, the City published notice of the public hearing to consider exceeding the revenue neutral rate in the August 18th edition of *Legal Record*. The notice of hearing was also published on the City's website on August 25th.

Attachments Included:

- Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing

Suggested Motion:

Hold a public hearing to receive public input regarding the City's intent to exceed the revenue neutral rate.

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2027

The governing body of

City of Gardner

will meet on September 8th, 2026 at 7:00 PM at City Hall, 120 E. Main Street for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at www.gardnerkansas.gov and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2027 Expenditures and Amount of 2026 Ad Valorem Tax establish the maximum limits of the 2027 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2025		Current Year Estimate for 2026		Proposed Budget Year for 2027		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2026 Ad Valorem Tax	Proposed Estimated Tax Rate *
General	20,313,030	12.576	22,169,000	12.328	30,251,531	4,732,500	12.328
Debt Service	4,183,675	5.596	5,337,200	5.486	11,011,672	2,105,900	5.486
Library							
Special Highway	3,898,185		23,491,600		16,705,918		
Special Parks	29,812		90,000		407,142		
Special Alcohol and Drug	54,000		61,000		377,609		
Electric	30,097,897		36,198,100		37,080,773		
Water	9,892,704		41,723,400		14,555,473		
Sewer	13,628,661		20,253,000		19,062,511		
Street Improvement			2,500,000		2,247,851		
Park Improvement					802,944		
Plaza South CID	70,372		127,300		129,900		
Economic Development	280,052		366,700		1,339,614		
Electric Capital Replacemen					3,928,316		
Airport	843,119		1,497,200		574,445		
Main Street Marketplace CII	485,801		524,500		532,300		
Main Street Marketplace TII	178,405		505,800		585,459		
Waverly Plaza CID							
Land Bank					505,870		
Infra Special Sales Tax	2,025,758		4,922,100		3,851,145		
Municipalities Fight Addicti			70,000		107,929		
Risk Services Internal Servic	1,639,702		1,990,600		2,085,500		
Information Tech Internal Se	1,177,899		1,424,400		1,477,400		
Building Maintenance Intern	777,536		744,400		637,900		
Utility Billing Internal Servic	1,266,048		1,340,700		1,384,700		
Fleet Services	307,153		351,200		415,000		
Non-Budgeted Funds-A	1,748,303						
Totals	92,898,112	18.172	165,688,200	17.814	150,058,902	6,838,400	17.814
Revenue Neutral Rate**							16.933

Less: Transfers	3,471,706	5,655,300	4,745,300
Net Expenditure	89,426,406	160,032,900	145,313,602
Total Tax Levied Assessed	6,253,271	6,577,219	xxxxxxxxxxxxxxx
Valuation	344,116,171	369,229,856	383,891,043
Outstanding Indebtedness,			
January 1,	2024	2025	2026
G.O. Bonds	67,090,000	61,855,000	82,960,000
Revenue Bonds	6,608,428	5,936,605	0
Other	0	0	5,248,646
Lease Purchase Principal	914,666	710,000	507,000
Total	74,613,094	68,501,605	88,715,646

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

Matt Wolff

City Official Title: Finance Director

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 1

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution of the City of Gardner, Kansas, to exceed the revenue neutral rate for the fiscal year 2027 budget

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting a resolution of the City of Gardner, Kansas, to exceed the revenue neutral rate for the fiscal year 2027 budget

Background/Description of Item:

Senate Bill 13 established new notification and public hearing requirements if the proposed budget will exceed the revenue neutral property tax rate. The revenue neutral rate is the mill levy required to raise the same amount of property tax as the prior year using current year assessed valuation amounts. The Johnson County Clerk calculated Gardner's revenue neutral rate as 16.933. The City's proposed FY 2027 budget is based on a proposed mill rate of 17.814, which exceeds the revenue neutral rate.

In compliance with Senate Bill 13, House Bill 2104, House Bill 2239, and House Bill 2125, the City published notice of the public hearing to consider exceeding the revenue neutral rate in the August 18th edition of *Legal Record*. The notice of hearing was also published on the City's website on August 25th.

Attachments Included:

- Resolution No. 2204

Suggested Motion:

Adopt Resolution No. 2204, a resolution levying a property tax rate exceeding the Revenue Neutral Rate for the City of Gardner, Kansas

RESOLUTION NO. 2204

A RESOLUTION LEVYING A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE FOR THE CITY OF GARDNER, KANSAS.

WHEREAS, the Revenue Neutral Rate for the City of Gardner, Kansas ("City") was calculated as 16.933 mills by the Johnson County Clerk; and

WHEREAS, the Fiscal Year 2027 Annual Budget and the City's intent to exceed the Revenue Neutral Rate have been discussed by the Governing Body at various City Council meetings and other public meetings noticed in accordance with state law; and

WHEREAS, the Fiscal Year 2027 Annual Budget proposed by the Governing Body of the City will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, notice of publication of the City's intent to exceed the Revenue Neutral Rate and public hearing was made as provided by law; and

WHEREAS, the Governing Body of the City held a hearing on September 8, 2026 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City, having heard testimony, finds it is in the best interest of the City to exceed the Revenue Neutral Rate.

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

SECTION ONE: The City of Gardner, Kansas ("City"), a municipal corporation, does hereby authorize levying a property tax rate exceeding the Revenue Neutral Rate of 16.933 mills and levy the proposed tax rate of 17.814 mills for fiscal year 2027 as presented at the September 8, 2026 City Council meeting.

SECTION TWO: This Resolution shall take effect and be in force from and after its passage.

SECTION THREE: On or before October 1, 2026, the City's Finance Director, in coordination with the City Clerk, shall certify with the Johnson County, Kansas County Clerk (the "County Clerk") the amount of ad valorem tax to be levied and the total amount of the adopted Fiscal Year 2027 Annual Budget along with other information pertaining thereto in accordance with State law.

{The remainder of this page left intentionally blank.}

ADOPTED by the Gardner Governing Body this 8th day of September, 2026.

SIGNED by the Mayor this 8th day of September, 2026.

CITY OF GARDNER, KANSAS

[SEAL]

Todd Winters, Mayor

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

COUNCIL ACTION FORM

PUBLIC HEARING ITEM NO. 2

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider holding a public hearing to receive public input regarding the proposed FY 2027 Budget

Strategic Priority: Promote Economic Development, Improve Quality of Life, Infrastructure and Asset Management, and Fiscal Stewardship

Department: Finance and Administration

Staff Recommendation:

Staff recommends the Governing Body hold a public hearing for the proposed FY 2027 Budget, as required by K.S.A. 79-2929.

Background/Description of Item:

The Governing Body is scheduled to adopt the proposed FY 2027 budget on September 8, 2026, following the required public hearings.

Kansas law requires a public hearing prior to the adoption of the budget. Per K.S.A. 79-2929, "Prior to the filing of the adopted budget with the county clerk, the governing body of each taxing or political subdivision or municipality shall meet for the purpose of answering and hearing objections of taxpayers relating to the proposed budget and for the purpose of considering amendments to such proposed budget. The governing body shall give at least 10 days' notice of the time and place of the meeting by publication in a weekly or daily newspaper of the county having a general circulation therein. [...]"

In compliance with K.S.A. 79-2929, the Notice of Budget Hearing was published in the August 18th edition of *Legal Record*. The notice was also published on the City's website on August 25th.

Comments from the public are encouraged.

Attachments Included:

- Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing

Suggested Motion:

Hold a public hearing to receive public input regarding the proposed FY 2027 Budget.

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2027

The governing body of

City of Gardner

will meet on September 8th, 2026 at 7:00 PM at City Hall, 120 E. Main Street for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.

Detailed budget information is available at www.gardnerkansas.gov and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2027 Expenditures and Amount of 2026 Ad Valorem Tax establish the maximum limits of the 2027 budget.

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Special Parks	29,812		90,000		407,142		
Special Alcohol and Drug	54,000		61,000		377,609		
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Main Street Marketplace TII	178,405		505,800		585,459		
Waverly Plaza CID							
Land Bank					505,870		
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Municipalities Fight Addicti			70,000		107,929		
Risk Services Internal Servic	1,639,702		1,990,600		2,085,500		
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Non-Budgeted Funds-A	1,748,303						
Totals	92,898,112	18.172	165,688,200	17.814	150,058,902	6,838,400	17.814
Revenue Neutral Rate**							16.933

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Total Tax Levied Assessed	6,253,271	6,577,219	xxxxxxxxxxxxxxx
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January 1,	2024	2025	2026
G.O. Bonds	67,090,000	61,855,000	82,960,000
Revenue Bonds	6,608,428	5,936,605	0
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Lease Purchase Principal	914,666	710,000	507,000
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*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

Matt Wolff

City Official Title: Finance Director

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 2

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting an ordinance adopting the Fiscal Year 2027 Budget

Strategic Priority: Fiscal Stewardship

Department: Administration/Finance

Staff Recommendation:

Staff recommends adopting an ordinance adopting the FY 2027 Budget.

Background/Description of Item:

On September 8, 2026, the statutorily required budget hearing for the FY 2027 Budget was held in compliance with K.S.A. 79-2929.

Following is a summary of the FY 2027 Budget that is before the Governing Body for approval:

- The budget is structurally sound, as represented by adequate reserves in both tax levy funds at the end of year (EOY) 2027.
- Projected EOY 2027 General Fund Balance is 34% of expenditures.
- The proposed mill levy rate of 17.814 mills is the same as the prior year.
- It provides for continued investment in infrastructure to improve the quality of life for residents and support community growth.
- It includes a planned water rate increase of 4.7% in 2027 to support the annual debt service for water infrastructure projects
- It includes a proposed wastewater rate increase of 4.2% in 2027 to support the expansion of the Kill Creek Water Resource Recovery Facility.

Attachments:

- Ordinance No. 2888
- 2027 Budget Certification Page

Suggested Motion:

Adopt Ordinance No. 2888, an ordinance adopting the 2027 Budget of the City of Gardner, Kansas.

ORDINANCE NO. 2888

AN ORDINANCE ADOPTING THE 2027 BUDGET OF THE CITY OF GARDNER, KANSAS.

WHEREAS, following proper notice as prescribed by law, the Governing Body of the City of Gardner, Kansas held a public hearing for the purpose of answering questions, hearing objections and receiving feedback regarding the City's proposed 2027 budget; and

WHEREAS, said public hearing was properly held before the Governing Body on September 8, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE: Adoption of Budget. The City of Gardner hereby adopts its budget for the year 2027. Copies of said budget shall be open for inspection in the office of the City Clerk during business hours. Upon filing of the budget with the County Clerk of Johnson County, Kansas, said budget shall constitute an appropriation for each fund, and the appropriations thus made shall not be used for any other purpose, pursuant to K.S.A. 79-2934.

SECTION TWO: This ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED by the City Council this 8th day of September, 2026.

SIGNED by the Mayor this 8th day of September, 2026.

(SEAL)

CITY OF GARDNER, KANSAS

Todd Winters, Mayor

Attest:

Renee Rich, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

CERTIFICATE

2027

To the Clerk of Johnson County, State of Kansas
We, the undersigned, officers of**City of Gardner**

- certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2027; and
(3) the Amount(s) of 2026 Ad Valorem Tax are within statutory limitations.

		2027 Adopted Budget		
		Budget Authority	Amount of 2026	Final Tax Rate
		for Expenditures	Ad Valorem	(County Clerk's
			Tax	Use Only)
Table of Contents:		Page		
		No.		
Allocation of MVT, RVT, 16/20M Veh Tax		2		
Schedule of Transfers		3		
Statement of Indebtedness		4		
Statement of Lease-Purchases		5		
Fund		K.S.A.		
General	12-101a	6	30,251,531	4,732,500
Debt Service	10-113	7	11,011,672	2,105,900
Library	12-1220	7		
Special Highway		8	16,705,918	
Special Parks		8	407,142	
Special Alcohol and Drug		9	377,609	
Electric		9	37,080,773	
Water		10	14,555,473	
Sewer		10	19,062,511	
Street Improvement		11	2,247,851	
Park Improvement		11	802,944	
Plaza South CID		12	129,900	
Economic Development		12	1,339,614	
Electric Capital Replacement Reserve		13	3,928,316	
Airport		13	574,445	
Main Street Marketplace CID		14	532,300	
Main Street Marketplace TIF		14	585,459	
Waverly Plaza CID		15		
Land Bank		15	505,870	
Infra Special Sales Tax		16	3,851,145	
Municipalities Fight Addiction		16	107,929	
Risk Services Internal Service		17	2,085,500	
Information Tech Internal Service		17	1,477,400	
Building Maintenance Internal Service		18	637,900	
Utility Billing Internal Service		18	1,384,700	
Fleet Services		19	415,000	
Non-Budgeted Funds-A		20		
Totals	xxxxxxx		150,058,902	6,838,400
Budget Hearing Notice				County Clerk's Use Only
Combined Rate and Budget Hearing Notice	21			
RNR Hearing Notice				
Neighborhood Revitalization				Nov 1, 2026 Total Assessed Valuation

Revenue Neutral Rate 16.933

Does budget require a resolution to exceed the Revenue Neutral Rate? YES

Assisted by: _____

Address: _____

Email: _____

Attest: _____, 2026

County Clerk

Governing Body

CPA Summary

RECORD OF PROCEEDINGS OF THE GOVERNING BODY CITY OF GARDNER, KANSAS

Page No. 2026 – 50

August 17, 2026

The City Council of the City of Gardner, Kansas met in regular session on August 17, 2026, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Mark Wiehn, Steve McNeer, and Kelly Johnson. City staff present were City Administrator Jim Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matt Wolff; Police Chief Kelly Herron; Parks Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; Utility Director David Hunter; City Attorney Ryan Denk; Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENT

Eric Arnold came to continue the discussion on Flock cameras. He had an opportunity to meet with the Chief and Deputy Chief. He said the chief published a new policy regarding this type of technology and has restricted access to the system. He said the contract does allow the city to end the contract and would like the contract to be brought to a future agenda.

Carrie Schmidt is concerned about what Flock and Axon cameras can do. Feels that with Home Rule authority, the city can tell the state and county to get their cameras out of Gardner.

Bradley Steinmetz also discusses Flock cameras. Supports law enforcement but does not support the cameras that are tracking movements of people. Discusses cases across the US of officers misusing Flock camera information. Concerned about what outside agencies have access to the data from these cameras.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on August 3, 2026**
2. **Standing approval of City expenditures prepared July 30, 2026 in the amount of \$574,077.72; August 4, 2026 in the amount of \$367.50; and August 6, 2026, in the amount of \$2,782,953.57**
3. **Consider authorizing the City Administrator to enter into an agreement with Fry & Associates, Inc. for the design and construction of a new shelter at Meadowbrook Park and Brookside Park**
4. **Consider appointments of City of Gardner representatives to the Kansas Municipal Energy Agency (KMEA) Board of Directors and the Kansas Municipal Gas Agency (KMGA) Board of Directors**
5. **Consider authorizing the City Administrator to execute a contract with Bellante LLC for structure demolition and clearing at the Gardner Municipal Airport**

Councilmember Wiehn made a motion to approve Items 1 through 4 of the Consent Agenda.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. **Consider a resolution of the City approving the execution and delivery of a Non-Binding Memorandum of Understanding in connection with a development project within the City (Project Velocity)**

The developer shared some information about the proposed arts and entertainment district. This is an arts organization building to promote performing arts and education in the greater Kansas City area. The plan includes venues for entertainment, retail and accredited educational opportunities around music, media, film and post-production.

Administrator Pruetting said the developer is requesting a mix of incentives to support the project. The decision to grant incentives will be based on the project providing significant public benefits that justify the use of incentives. Additional information is necessary to formulate an effective financing plan for the project and determine the public infrastructure needs it will generate. Confirmation to a question that other funding options still may be available even if not listed within this item currently. This item is scheduled for the next Planning Commission meeting.

Councilmember Deaton made a motion to adopt Resolution No. 2200, a resolution of the City of Gardner, Kansas, approving the execution and delivery to a Non-Binding Memorandum of Understanding in connection with a development project within the City (Project Velocity).

Councilmember McNeer Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2200.

Wiehn: Yes
Johnson: Yes
McNeer: Yes
Baldwin: Yes
Deaton: Yes

2. Consider adopting a formal resolution declaring it necessary to acquire property through eminent domain action to construct the planned 167th Street Improvements Project

Items 2-4 are all discussed together. These are similar CIP projects that have property acquisition for right-of-way and easements. The resolutions approve us to start the condemnation process should we not be able to come to terms on negotiations. If we are unable to reach agreements, ordinances would be brought to condemn property. This allows us to stay on track with project timelines while continuing to negotiate with property owners.

Councilmember Wiehn made a motion to adopt Resolution No. 2201 declaring it necessary to acquire property through eminent domain action to construct the planned 167th Street Improvements Project.

Councilmember Deaton Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2201.

Johnson: Yes
McNeer: Yes
Baldwin: Yes
Deaton: Yes
Wiehn: Yes

3. Consider adopting a formal resolution declaring it necessary to acquire property through eminent domain action to construct the planned 175th Street Improvements Project

Councilmember Wiehn made a motion to adopt Resolution No. 2202 declaring it necessary to acquire property through eminent domain action to construct the planned 175th Street Improvements Project.

Councilmember Deaton Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2202.

McNeer: Yes
Baldwin: Yes
Deaton: Yes
Wiehn: Yes
Johnson: Yes

4. Consider adopting a formal resolution declaring it necessary to acquire property through eminent domain action to construct the planned Grand Street Roadway Improvements Project, from Pine to Center Street

Councilmember Wiehn made a motion to adopt Resolution No. 2203 declaring it necessary to acquire property through eminent domain action to construct the planned Grand Street Roadway Improvements Project, from Pine to Center Street.

Councilmember Deaton Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2203.

Baldwin: Yes
Deaton: Yes
Wiehn: Yes
Johnson: Yes
McNeer: Yes

COUNCIL UPDATES

Chief Herron thanks Mr. Arnold for meeting with the PD. PD published a new policy for ALPRs to include audits and retention periods. An audit was just completed. Flock has now been shut down temporarily with access only being provided for the Chief and a Captain. Asking to remove Flock from our ecosystem. Pruetting confirms that we do not have to finish out the contract and can cancel at any time. Axon cameras are only on the cars and the information is only in the city's system and not shared. History was only saved for 30 days and after the retention period the information is gone. Flock does not have a very big footprint in this region. The data is governed by NCIC but is held in the cloud through Flock. Consensus by the governing body to not renew the contract and then the company will retrieve their equipment. Introduced Deputy Chief Pruitt.

Administrator Pruetting thanks the Velocity team for being here.

Councilmember Johnson thanks those who spoke and the Velocity team. Welcome to the new Deputy Chief and new officers we have gotten in the last few weeks. been hired to join our community.

Councilmember McNeer thanks Chief for the exceptional leadership displayed in the short time you have been here. Thank you to Velocity team that met with us this week and welcome to our community.

Council President Baldwin appreciates Chief for looking into Flock, making a quick decision and having all of the information ready for tonight. Welcomes Velocity to the city and looks forward to a long term partnership.

Councilmember Wiehn thanks Chief for looking into Flock and making the decision to shut them down as well as the ability to make a decision about them tonight. Excited about the opportunity Velocity brings to the city and the area of town they are moving into including some walkability. Something to look into is the walkability in that area around Walmart and McDonalds. Also, school has started, watch out for all those kids heading to school.

Council Vice-President Deaton welcomes Deputy Chief Pruitt. Thanks Chief for all the work on the Flock cameras. Would like to look at those cameras in our city limits that we do not own. Thanks to the whole Velocity team. Be vigilant for those kids walking and riding scooters and let's have a great school year.

EXECUTIVE SESSION
ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Wiehn the meeting adjourned at 7:39 pm.

City Clerk

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005627 12318503	00	ACCESS INFORMATION MANAGEMENT 003982	00	08/13/2026	001-1150-411.31-15	OFF SITE STORAGE	EFT:	1,798.03
						VENDOR TOTAL *	.00	1,798.03
0005345 1620023	00	ACE IMAGEWEAR 003982	00	08/13/2026	605-3116-431.31-15	SHOP TOWELS	EFT:	55.00
						VENDOR TOTAL *	.00	55.00
0000056 59055	00	AMERICAN EQUIPMENT CO. 003983	00	08/13/2026	605-3116-431.52-05	VEHICLE REPAIR	EFT:	594.67
						VENDOR TOTAL *	.00	594.67
0000566 142468	00	AMERICAN TOPSOIL, INC. 003983	00	08/13/2026	521-4230-442.52-12	DIRT	EFT:	246.00
						VENDOR TOTAL *	.00	246.00
0001986 6776718-01	00	ANIXTER, INC. 003983	00	08/13/2026	501-4130-441.52-31	OVERHEAD LIGHTING ARRESTR	EFT:	372.85
6850170-00		003983	00	08/13/2026	501-4130-441.52-31	8' OF OKONITE	EFT:	35.21
6850170-00		PI0397 009247	00	07/29/2026	501-4130-441.52-31	7500' OF OKONITE	EFT:	33,006.71
						VENDOR TOTAL *	.00	33,414.77
0004994 A043032	00	BENEFITS DIRECT 000054	00	08/13/2026	001-1120-411.21-01	MONTHLY BILLING	EFT:	64.60
A043032		000053	00	08/13/2026	001-1140-411.31-15	MONTHLY BILLING	EFT:	427.50
A043032		000055	00	08/13/2026	001-1140-411.21-01	MONTHLY BILLING	EFT:	31.38
A043032		000056	00	08/13/2026	001-1150-411.21-01	MONTHLY BILLING	EFT:	14.46
A043032		000058	00	08/13/2026	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.92
A043032		000059	00	08/13/2026	001-1310-413.21-01	MONTHLY BILLING	EFT:	56.00
A043032		000061	00	08/13/2026	001-1330-413.21-01	MONTHLY BILLING	EFT:	24.62
A043032		000063	00	08/13/2026	001-2110-421.21-01	MONTHLY BILLING	EFT:	49.20
A043032		000064	00	08/13/2026	001-2120-421.21-01	MONTHLY BILLING	EFT:	322.64
A043032		000065	00	08/13/2026	001-2130-421.21-01	MONTHLY BILLING	EFT:	14.46
A043032		000066	00	08/13/2026	001-3110-431.21-01	MONTHLY BILLING	EFT:	28.92
A043032		000068	00	08/13/2026	001-3120-431.21-01	MONTHLY BILLING	EFT:	98.44
A043032		000069	00	08/13/2026	001-3130-431.21-01	MONTHLY BILLING	EFT:	70.46
A043032		000079	00	08/13/2026	001-6105-461.21-01	MONTHLY BILLING	EFT:	55.06
A043032		000080	00	08/13/2026	001-6120-461.21-01	MONTHLY BILLING	EFT:	91.68
A043032		000081	00	08/13/2026	001-7110-471.21-01	MONTHLY BILLING	EFT:	55.06
A043032		000082	00	08/13/2026	001-7120-471.21-01	MONTHLY BILLING	EFT:	23.68
A043032		000071	00	08/13/2026	501-4110-441.21-01	MONTHLY BILLING	EFT:	45.84
A043032		000072	00	08/13/2026	501-4120-441.21-01	MONTHLY BILLING	EFT:	27.98
A043032		000073	00	08/13/2026	501-4130-441.21-01	MONTHLY BILLING	EFT:	119.66
A043032		000074	00	08/13/2026	521-4210-442.21-01	MONTHLY BILLING	EFT:	6.76
A043032		000075	00	08/13/2026	521-4220-442.21-01	MONTHLY BILLING	EFT:	71.36
A043032		000076	00	08/13/2026	521-4230-442.21-01	MONTHLY BILLING	EFT:	76.28
A043032		000077	00	08/13/2026	531-4310-443.21-01	MONTHLY BILLING	EFT:	14.46
A043032		000078	00	08/13/2026	531-4320-443.21-01	MONTHLY BILLING	EFT:	73.82
A043032		000057	00	08/13/2026	601-1230-412.21-01	MONTHLY BILLING	EFT:	14.46
A043032		000062	00	08/13/2026	602-1340-413.21-01	MONTHLY BILLING	EFT:	45.84

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004994	00	BENEFITS DIRECT						
A043032		000070	00	08/13/2026	603-3150-431.21-01	MONTHLY BILLING	EFT:	13.52
A043032		000060	00	08/13/2026	604-1320-413.21-01	MONTHLY BILLING	EFT:	55.06
A043032		000067	00	08/13/2026	605-3116-431.21-01	MONTHLY BILLING	EFT:	6.76
A043032		000051	00	08/13/2026	721-0000-202.03-07	MONTHLY BILLING	EFT:	11,158.62
A043032		000052	00	08/13/2026	721-0000-202.03-17	MONTHLY BILLING	EFT:	308.10
VENDOR TOTAL *							.00	13,483.60
0002847	00	BLACK HILLS ENERGY						
9523899027		003983	00	08/13/2026	501-4120-441.31-15	GAS PIPELINE O&M SERVICE	EFT:	2,668.84
VENDOR TOTAL *							.00	2,668.84
0004675	00	BORDER STATES INDUSTRIES INC						
932843283		003983	00	08/13/2026	501-4130-441.52-12	PULL TAPE (MULE TAPE)	EFT:	378.53
932825831		003983	00	08/13/2026	501-4130-441.52-31	CANTEX 4" 90 SWEEP	EFT:	733.48
932851491		003983	00	08/13/2026	501-4130-441.52-31	SR CIRCLE LOCKS	EFT:	1,783.93
VENDOR TOTAL *							.00	2,895.94
0005655	00	BRENNTAG SOUTHWEST, LLC						
BSW714739		003983	00	08/13/2026	521-4220-442.52-13	SOD PERMANGANATE	EFT:	6,585.07
BSW716412		003996	00	08/13/2026	521-4220-442.52-13	SOD PERMANGANATE	EFT:	11,366.32
VENDOR TOTAL *							.00	17,951.39
0005591	00	BRIGHTWELL CATTLE						
0109		003983	00	08/13/2026	001-6110-461.54-51	HAY	EFT:	2,000.00
VENDOR TOTAL *							.00	2,000.00
0005214	00	BROCKMAN LANDSCAPE & IRRIGATION						
17796		003983	00	08/13/2026	001-2110-421.31-15	IRRIGATION REPAIR	EFT:	768.00
VENDOR TOTAL *							.00	768.00
0005198	00	CHARTER COMMUNICATIONS						
152151501		003991	00	08/13/2026	602-1340-413.47-05	MONTHLY BILLING	EFT:	119.99
152151301		003991	00	08/13/2026	602-1340-413.47-05	MONTHLY BILLING	EFT:	950.00
VENDOR TOTAL *							.00	1,069.99
0005609	00	CINTAS CORPORATION 2						
5350723303		003984	00	08/13/2026	521-4220-442.31-15	FIRST AID CABINET	52.54	
9383897981		003984	00	08/13/2026	521-4220-442.31-15	AED MONTHLY SERVICE	150.00	
8408511242		003984	00	08/13/2026	521-4230-442.31-15	FIRST AID CABINET	89.83	
8408511242		003984	00	08/13/2026	531-4330-443.31-15	FIRST AID CABINET	89.83	
8408531825		003983	00	08/13/2026	603-3150-431.42-01	HILLSDALE RUG RENTAL	58.77	
8408531825		003983	00	08/13/2026	603-3150-431.42-01	SENIOR CENTER RUG RENTAL	12.50	
8408531825		003983	00	08/13/2026	603-3150-431.42-01	JUSTICE CENTER RUG RENTAL	40.14	
4277930667		003984	00	08/13/2026	603-3150-431.42-01	CITY HALL RUG RENTAL	33.07	
VENDOR TOTAL *							526.68	
0001842	00	CITY OF OLATHE						
1509548		003991	00	08/13/2026	001-6120-461.40-02	TRASH SERVICE @ TRANSFER	EFT:	88.00
VENDOR TOTAL *							.00	88.00
0005598	00	CITY WIDE MAINTENANCE CO ENT LLC						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005598	00	CITY WIDE MAINTENANCE CO ENT LLC						
42001054071		003984	00	08/13/2026	521-4230-442.31-15	MONTHLY CLEANING OF LINE	EFT:	125.00
42001054071		003984	00	08/13/2026	531-4330-443.31-15	MONTHLY CLEANING OF LINE	EFT:	125.00
42001054325		PI0398 009257	00	07/30/2026	603-3150-431.61-03	RETROFIT KITS	EFT:	15,000.00
VENDOR TOTAL *							.00	15,250.00
0099999	00	CRYSTAL BELCHER						
08102026		003991	00	08/13/2026	001-0000-228.40-00	REFUND OF SENIOR CENTER	85.00	
VENDOR TOTAL *							85.00	
0000517	00	DELL MARKETING L.P.						
10884471083		PI0396 009181	00	07/22/2026	602-1340-413.47-05	COMPUTERS	17,076.00	
VENDOR TOTAL *							17,076.00	
0099999	00	DUNCAN, ADDISON BAKER IV						
000077789		UT	00	08/05/2026	501-0000-229.00-00	FINAL BILL REFUND	46.06	
VENDOR TOTAL *							46.06	
0005211	00	EASY ICE, LLC						
02110037		003985	00	08/13/2026	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	110.00
02152337		003985	00	08/13/2026	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	146.70
02110037		003985	00	08/13/2026	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	55.00
02110037		003985	00	08/13/2026	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	55.00
VENDOR TOTAL *							.00	366.70
0005226	00	EVC0 WHOLESALE FOOD CORP						
0940330		003986	00	08/13/2026	001-6130-461.52-15	FOOD FOR GAC	1,672.10	
VENDOR TOTAL *							1,672.10	
0004946	00	EVERGY						
4469208877	0826003987		00	08/13/2026	521-4220-442.40-05	MONTHLY UTILITY BILL	70.97	
9279570154	0826003988		00	08/13/2026	521-4220-442.40-05	MONTHLY UTILITY BILL	9,087.31	
2424383255	0826003988		00	08/13/2026	521-4220-442.40-05	MONTHLY UTILITY BILL	16,991.82	
6466308678	0826003988		00	08/13/2026	531-4320-443.40-05	MONTHLY UTILITY BILL	38.25	
VENDOR TOTAL *							26,188.35	
0005526	00	GOOD GUYS HANDY SERVICES						
08032026		003988	00	08/13/2026	521-4220-442.43-01	STORAGE FACILITY ROOF	1,995.00	
VENDOR TOTAL *							1,995.00	
0000181	00	GRAINGER						
9015565089		003988	00	08/13/2026	521-4220-442.52-12	OXYGEN PTFE TAPE	EFT:	99.90
VENDOR TOTAL *							.00	99.90
0000013	00	HACH COMPANY						
15101259		003988	00	08/13/2026	521-4220-442.52-12	REAGENT SOLUTION & TENSET	EFT:	718.05
VENDOR TOTAL *							.00	718.05
0099999	00	HARLEMAN, RAYMOND						
000077757		UT	00	08/07/2026	501-0000-229.00-00	FINAL BILL REFUND	12.72	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	HARLEMAN, RAYMOND						
VENDOR TOTAL *							12.72	
0004993	00	HARTFORD, THE						
069848653819	000084		00	08/13/2026	001-1120-411.21-02	MONTHLY BILLING	EFT:	63.00
069848653819	000085		00	08/13/2026	001-1140-411.21-02	MONTHLY BILLING	EFT:	27.00
069848653819	000086		00	08/13/2026	001-1150-411.21-02	MONTHLY BILLING	EFT:	9.00
069848653819	000088		00	08/13/2026	001-1305-413.21-02	MONTHLY BILLING	EFT:	18.00
069848653819	000089		00	08/13/2026	001-1310-413.21-02	MONTHLY BILLING	EFT:	60.00
069848653819	000091		00	08/13/2026	001-1330-413.21-02	MONTHLY BILLING	EFT:	27.00
069848653819	000093		00	08/13/2026	001-2110-421.21-02	MONTHLY BILLING	EFT:	61.50
069848653819	000094		00	08/13/2026	001-2120-421.21-02	MONTHLY BILLING	EFT:	283.50
069848653819	000095		00	08/13/2026	001-2130-421.21-02	MONTHLY BILLING	EFT:	9.00
069848653819	000096		00	08/13/2026	001-3110-431.21-02	MONTHLY BILLING	EFT:	18.00
069848653819	000098		00	08/13/2026	001-3120-431.21-02	MONTHLY BILLING	EFT:	76.50
069848653819	000099		00	08/13/2026	001-3130-431.21-02	MONTHLY BILLING	EFT:	52.50
069848653819	000110		00	08/13/2026	001-6105-461.21-02	MONTHLY BILLING	EFT:	52.50
069848653819	000111		00	08/13/2026	001-6120-461.21-02	MONTHLY BILLING	EFT:	70.50
069848653819	000112		00	08/13/2026	001-7110-471.21-02	MONTHLY BILLING	EFT:	49.50
069848653819	000113		00	08/13/2026	001-7120-471.21-02	MONTHLY BILLING	EFT:	27.00
069848653819	000101		00	08/13/2026	501-4110-441.21-02	MONTHLY BILLING	EFT:	27.00
069848653819	000102		00	08/13/2026	501-4120-441.21-02	MONTHLY BILLING	EFT:	42.00
069848653819	000103		00	08/13/2026	501-4130-441.21-02	MONTHLY BILLING	EFT:	103.50
069848653819	000104		00	08/13/2026	521-4210-442.21-02	MONTHLY BILLING	EFT:	18.00
069848653819	000105		00	08/13/2026	521-4220-442.21-02	MONTHLY BILLING	EFT:	58.50
069848653819	000106		00	08/13/2026	521-4230-442.21-02	MONTHLY BILLING	EFT:	73.50
069848653819	000107		00	08/13/2026	531-4310-443.21-02	MONTHLY BILLING	EFT:	9.00
069848653819	000108		00	08/13/2026	531-4320-443.21-02	MONTHLY BILLING	EFT:	69.00
069848653819	000109		00	08/13/2026	551-4520-445.21-02	MONTHLY BILLING	EFT:	7.50
069848653819	000087		00	08/13/2026	601-1230-412.21-02	MONTHLY BILLING	EFT:	9.00
069848653819	000092		00	08/13/2026	602-1340-413.21-02	MONTHLY BILLING	EFT:	43.50
069848653819	000100		00	08/13/2026	603-3150-431.21-02	MONTHLY BILLING	EFT:	18.00
069848653819	000090		00	08/13/2026	604-1320-413.21-02	MONTHLY BILLING	EFT:	42.00
069848653819	000097		00	08/13/2026	605-3116-431.21-02	MONTHLY BILLING	EFT:	9.00
VENDOR TOTAL *							.00	1,434.00
0000463	00	HOLIDAY CONTRACTING, INC.						
1004 E PUMPKIN	003988		00	08/13/2026	521-4230-442.31-15	SIDEWALK REPAIR @ 1004 E	EFT:	1,875.00
108 E SHAWNEE	003988		00	08/13/2026	521-4230-442.31-15	SIDEWALK REPAIR @ 108 E	EFT:	2,275.00
VENDOR TOTAL *							.00	4,150.00
0004271	00	IRON MOUNTAIN INC						
LLVX755	003988		00	08/13/2026	001-1150-411.31-15	OFF SITE STORAGE	EFT:	135.74
VENDOR TOTAL *							.00	135.74
0000565	00	JOHNSON & WYANDOTTE COUNTY COUNCIL						
08012026	003988		00	08/13/2026	001-1110-411.46-02	ANNUAL DUES	225.00	
VENDOR TOTAL *							225.00	
0005204	00	JOHNSON'S COUNTY GAZETTE						

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0005204 1527375	00	JOHNSON'S COUNTY GAZETTE 003988	00	08/13/2026	105-1120-411.31-15	AD PAGE 9 COLOR FAIR AD	EFT:	160.00
						VENDOR TOTAL *	.00	160.00
0099999 112473209	00	JULIE ARREOLA 003996	00	08/13/2026	001-0000-228.40-00	REFUND OF SENIOR CENTER	110.00	
						VENDOR TOTAL *	110.00	
0000108 19226382	00	K.C. BOBCAT INC 003989	00	08/13/2026	605-3116-431.52-05	GLASS DOOR/SEAL 532 BOBCA	384.72	
						VENDOR TOTAL *	384.72	
0000112 6070271	00	KANSAS ONE-CALL SYSTEM, INC. 003988	00	08/13/2026	501-4120-441.31-15	GAS PIPELINE LOCATES	EFT:	11.97
6070270		003988	00	08/13/2026	531-4320-443.31-15	LOCATES FOR FIBER	EFT:	19.95
						VENDOR TOTAL *	.00	31.92
0005231 47920093	00	KANSAS TURNPIKE AUTHORITY 003988	00	08/13/2026	501-4120-441.46-01	TOLLS FOR LTUG	44.92	
						VENDOR TOTAL *	44.92	
0001446 EMP1-GN-2026-07003991	00	KMEA EMP #1 OPERATING ACCT 003991	00	08/13/2026	501-0000-351.13-01	KMEA EMP1 JULY 2026	EFT:	430,896.74
EMP1-GN-2026-07003991		003991	00	08/13/2026	501-4120-441.41-01	KMEA EMP1 JULY 2026	EFT:	789,426.74
						VENDOR TOTAL *	.00	358,530.00
0001626 GRDA-GD-2026-09003991	00	KMEA GRDA OPERATING ACCT 003991	00	08/13/2026	501-4120-441.41-01	KMEA GRDA SEPTEMBER 2026	EFT:	394,315.00
						VENDOR TOTAL *	.00	394,315.00
0003399 WAPA-GD-2026-08003991	00	KMEA WAPA OPERATING FUND 003991	00	08/13/2026	501-4120-441.41-01	KMEA WAPA AUGUST 2026	EFT:	9,161.00
						VENDOR TOTAL *	.00	9,161.00
0004949 L30332	00	LEGAL RECORD, THE 003989	00	08/13/2026	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	18.04
L30335		003989	00	08/13/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	146.60
L30336		003989	00	08/13/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	167.58
L30334		003989	00	08/13/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	18.04
L30333		003989	00	08/13/2026	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	18.04
						VENDOR TOTAL *	.00	368.30
0005528 193213	00	LEXINGTON PLUMBING PI0393 009251	00	05/11/2026	001-6130-461.31-15	POOL LEAK DETECTION	EFT:	7,080.00
						VENDOR TOTAL *	.00	7,080.00
0000117 INV001617972	00	LIFEGUARD STORE, INC., THE 003989	00	08/13/2026	001-6130-461.52-20	LG TUBES/SUPPLIES	EFT:	2,115.46
						VENDOR TOTAL *	.00	2,115.46
0005186	00	LINDE GAS & EQUIPMENT						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005186 71731089	00	LINDE GAS & EQUIPMENT 003989	00	08/13/2026	501-4120-441.44-02	CYLINDER RENTAL	EFT:	160.33
						VENDOR TOTAL *	.00	160.33
0000233 18326	00	MAXIMUM LAWN CARE 003991	00	08/13/2026	001-2110-421.31-15	JULY MOW & TRIM	EFT:	980.00
						VENDOR TOTAL *	.00	980.00
0099999 000071653	00	NEXPOINT SFR SPE 3 LLC UT	00	08/07/2026	501-0000-229.00-00	FINAL BILL REFUND	77.63	
						VENDOR TOTAL *	77.63	
0099999 000077897	00	NIEMANN, CAITLIN UT	00	08/05/2026	501-0000-229.00-00	FINAL BILL REFUND	14.20	
						VENDOR TOTAL *	14.20	
0000142 216832 01	00	OLATHE WINWATER WORKS 003990	00	08/13/2026	521-4230-442.52-12	FC CLAMP	EFT:	265.00
216834 01		003991	00	08/13/2026	521-4230-442.52-12	FC CLAMP	EFT:	580.00
216754 01		003991	00	08/13/2026	521-4230-442.52-31	SADDLES	EFT:	3,550.00
						VENDOR TOTAL *	.00	4,395.00
0000393 587055	00	OLSSON, INC. PI0394 008579	00	07/27/2026	401-3130-431.62-24	PROFESSIONAL SERVICES	EFT:	1,459.10
						VENDOR TOTAL *	.00	1,459.10
0001138 SVC/262-10622310	00	OVERHEAD DOOR CO OF KC, INC. 1003991	00	08/13/2026	001-2120-421.43-01	OVERHEAD DOOR REPAIR	EFT:	485.50
						VENDOR TOTAL *	.00	485.50
0000145 20251706	00	PEPSI-COLA 003991	00	08/13/2026	001-6130-461.52-15	GAC CONCESSIONS	EFT:	244.24
						VENDOR TOTAL *	.00	244.24
0004385 1180114401	00	POMP'S TIRE SERVICE, INC. 003991	00	08/13/2026	605-3116-431.43-02	TIRE REPAIR/ROADSIDE SER	EFT:	516.90
						VENDOR TOTAL *	.00	516.90
0099999 000074073	00	PRAIRIEBROOKE TOWNHOMES UT	00	08/05/2026	501-0000-229.00-00	FINAL BILL REFUND	19.03	
						VENDOR TOTAL *	19.03	
0000586 92556	00	PROTECTIVE EQUIPMENT TESTING LAB 003991	00	08/13/2026	501-4130-441.31-15	EQUIPMENT SAFETY TESTING	EFT:	1,152.40
						VENDOR TOTAL *	.00	1,152.40
0005357 08112026	00	RAINBOW FIREWORKS INC PI0399 009036	00	08/12/2026	001-6110-461.54-51	FIREWORKS	EFT:	12,450.00
						VENDOR TOTAL *	.00	12,450.00
0005604	00	REDFORD CONSTRUCTION, INC.						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005604 14448	00	REDFORD CONSTRUCTION, INC. PI0395 009017	00	07/31/2026	531-4340-443.62-10	WW8013 CEDAR NILES GRAVIT	EFT:	453,064.05
VENDOR TOTAL *							.00	453,064.05
0003110 581503	00	REJIS COMMISSION 003991	00	08/13/2026	001-2110-421.47-05	LEWEB SUBSCRIPTION FEE	EFT:	98.58
VENDOR TOTAL *							.00	98.58
0005500 INV8576	00	REMODEL HEALTH 002692	00	08/13/2026	001-1120-411.21-01	MONTHLY BILLING	EFT:	6,387.62
INV8576		002690	00	08/13/2026	001-1140-411.31-15	MONTHLY BILLING	EFT:	9,179.00
INV8576		002693	00	08/13/2026	001-1140-411.21-01	MONTHLY BILLING	EFT:	4,432.30
INV8576		002694	00	08/13/2026	001-1150-411.21-01	MONTHLY BILLING	EFT:	2,529.84
INV8576		002695	00	08/13/2026	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,370.85
INV8576		002696	00	08/13/2026	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,079.82
INV8576		002697	00	08/13/2026	001-1330-413.21-01	MONTHLY BILLING	EFT:	3,297.93
INV8576		002698	00	08/13/2026	001-2110-421.21-01	MONTHLY BILLING	EFT:	4,320.28
INV8576		002699	00	08/13/2026	001-2120-421.21-01	MONTHLY BILLING	EFT:	40,553.41
INV8576		002700	00	08/13/2026	001-2130-421.21-01	MONTHLY BILLING	EFT:	2,738.09
INV8576		002701	00	08/13/2026	001-3120-431.21-01	MONTHLY BILLING	EFT:	9,932.14
INV8576		002702	00	08/13/2026	001-3130-431.21-01	MONTHLY BILLING	EFT:	8,590.43
INV8576		002703	00	08/13/2026	001-6105-461.21-01	MONTHLY BILLING	EFT:	5,388.50
INV8576		002704	00	08/13/2026	001-6120-461.21-01	MONTHLY BILLING	EFT:	8,567.35
INV8576		002705	00	08/13/2026	001-7110-471.21-01	MONTHLY BILLING	EFT:	9,265.56
INV8576		002706	00	08/13/2026	001-7120-471.21-01	MONTHLY BILLING	EFT:	1,153.31
INV8576		002707	00	08/13/2026	501-4110-441.21-01	MONTHLY BILLING	EFT:	5,488.79
INV8576		002708	00	08/13/2026	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,457.26
INV8576		002709	00	08/13/2026	501-4130-441.21-01	MONTHLY BILLING	EFT:	17,644.25
INV8576		002719	00	08/13/2026	501-4130-441.21-01	MONTHLY BILLING	EFT:	965.69-
INV8576		002710	00	08/13/2026	521-4210-442.21-01	MONTHLY BILLING	EFT:	983.02
INV8576		002711	00	08/13/2026	521-4220-442.21-01	MONTHLY BILLING	EFT:	10,307.66
INV8576		002712	00	08/13/2026	521-4230-442.21-01	MONTHLY BILLING	EFT:	14,763.36
INV8576		002713	00	08/13/2026	531-4310-443.21-01	MONTHLY BILLING	EFT:	2,435.03
INV8576		002714	00	08/13/2026	531-4320-443.21-01	MONTHLY BILLING	EFT:	9,717.87
INV8576		002715	00	08/13/2026	601-1230-412.21-01	MONTHLY BILLING	EFT:	747.93
INV8576		002716	00	08/13/2026	602-1340-413.21-01	MONTHLY BILLING	EFT:	5,885.66
INV8576		002717	00	08/13/2026	603-3150-431.21-01	MONTHLY BILLING	EFT:	1,580.70
INV8576		002718	00	08/13/2026	604-1320-413.21-01	MONTHLY BILLING	EFT:	6,604.48
INV8576		002719	00	08/13/2026	604-1320-413.21-01	MONTHLY BILLING	EFT:	832.55-
INV8576		002719	00	08/13/2026	605-3116-431.21-01	MONTHLY BILLING	EFT:	1,370.62
INV8576		002689	00	08/13/2026	721-0000-202.03-15	MONTHLY BILLING	EFT:	2,041.74
VENDOR TOTAL *							.00	205,016.56
0005217 006	00	RIVERSIDE STRATEGIC SOLUTIONS PI0400 009148	00	08/01/2026	001-1130-411.31-15	PROFESSIONAL SERVICES	EFT:	9,000.00
VENDOR TOTAL *							.00	9,000.00
0099999 000078841	00	ROSE, TIFFANIE UT	00	08/05/2026	501-0000-229.00-00	FINAL BILL REFUND	50.56	
VENDOR TOTAL *							50.56	
0099999	00	SCOTT, PAIGE						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999 000077049	00	SCOTT, PAIGE UT	00	08/05/2026	501-0000-229.00-00	FINAL BILL REFUND	34.49	
						VENDOR TOTAL *	34.49	
0001110 90267153 90267153	00	SIEMENS ENERGY & AUTOMATION INC. 003971 PI0368	00	08/06/2026 08/06/2026	501-4140-441.62-15 501-4140-441.62-14	TAXES SF6 CIRCUIT	CHECK #: 134677 CHECK #: 134677	10,508.34- 110,906.00-
						VENDOR TOTAL *	.00	121,414.34-
0005681 90267153	00	SIEMENS ENERGY, INC 003995	00	08/13/2026	501-4140-441.62-14	161 KB CIRCUIT BREAKER	EFT:	121,414.34
						VENDOR TOTAL *	.00	121,414.34
0001566 7010717625	00	STAPLES BUSINESS ADVANTAGE 003991	00	08/13/2026	001-1140-411.52-20	POCKET FOLDERS	EFT:	67.23
						VENDOR TOTAL *	.00	67.23
0000373 LG-26-000650 LG-26-000662 LG-26-000649	00	STATE OF KANSAS 003988 003988 003988	00	08/13/2026 08/13/2026 08/13/2026	403-9100-491.75-00 403-9100-491.75-00 501-9100-491.75-00	2026B COI 2026C COI 2026A COI	375.00 375.00 270.00	
						VENDOR TOTAL *	1,020.00	
0004785 4678559	00	SUMNERONE, INC 003991	00	08/13/2026	602-1340-413.43-02	COPIER MAINT PROGRAM	EFT:	215.63
						VENDOR TOTAL *	.00	215.63
0099999 000078627	00	SUPERIOR BOWEN ASPHALT UT	00	08/05/2026	501-0000-229.00-00	FINAL BILL REFUND	270.04	
						VENDOR TOTAL *	270.04	
0001178 244671 244670	00	TFMCOMM, INC 003991 003991	00	08/13/2026 08/13/2026	501-4130-441.52-02 501-4130-441.52-02	INSTALL OF RADIO INSTALL OF RADIO	EFT: EFT:	788.22 831.57
						VENDOR TOTAL *	.00	1,619.79
0005656 MIAINU00127576	00	THOMPSON SAFETY 003993	00	08/13/2026	501-4120-441.31-15	CHARGES NOT PAID ON ORIG	EFT:	2.97
						VENDOR TOTAL *	.00	2.97
0005498 853953033	00	THOMSON REUTERS WEST PUBLISHING COR 003991	00	08/13/2026	001-2110-421.31-15	DATABASE CHARGES	EFT:	434.16
						VENDOR TOTAL *	.00	434.16
0005643 07202026	00	TODD, DARRYLL 003991	00	08/13/2026	001-6110-461.47-54	SUMMER SKILLS CAMP	446.25	
						VENDOR TOTAL *	446.25	
0005642 JULY 2026	00	TRI-STAR SYSTEMS 003993	00	08/13/2026	001-1140-411.31-15	07/2026 COBRA DENTAL	EFT:	73.64

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005642 JULY 2026 JULY 2026	00	TRI-STAR SYSTEMS 003993 003993	00	08/13/2026 08/13/2026	721-0000-202.03-16 721-0000-202.03-17	07/2026 COBRA DENTAL 07/2026 COBRA DENTAL	EFT: EFT:	51.36- 6.76-
VENDOR TOTAL *							.00	15.52
0000781 264742359-002	00	UNITED RENTALS NORTH AMERICA, INC 003991	00	08/13/2026	401-6120-461.62-09	FENCE MATERIAL	EFT:	1,995.22
VENDOR TOTAL *							.00	1,995.22
0003836 31816	00	UNIVERSAL SIGN & DISPLAY LLC 003991	00	08/13/2026	001-6110-461.54-51	ACM MAP SIGN	150.00	
VENDOR TOTAL *							150.00	
0000238 INV01116087	00	USA BLUE BOOK 003991	00	08/13/2026	521-4220-442.52-12	1" PVC BULKHEAD FITTING	EFT:	51.06
VENDOR TOTAL *							.00	51.06
0000026 825180	00	USIC LOCATING SERVICES 003991	00	08/13/2026	501-4120-441.31-15	LOCATES FOR GAS PIPELINE	EFT:	131.12
VENDOR TOTAL *							.00	131.12
0099999 000079635	00	WARDS, LEAH UT	00	08/07/2026	501-0000-229.00-00	FINAL BILL REFUND	115.05	
VENDOR TOTAL *							115.05	
0004226 113004 112370	00	WATCHMEN SECURITY SERVICES 003991 003991	00	08/13/2026 08/13/2026	501-4120-441.31-15 501-4120-441.31-15	SWITCH REPLACEMENT VIDEO SECURITY MONITORING	EFT: EFT:	329.85 480.20
VENDOR TOTAL *							.00	810.05
0099999 000074879	00	WILLINGHAM, DARNESHA UT	00	08/05/2026	501-0000-229.00-00	FINAL BILL REFUND	56.50	
VENDOR TOTAL *							56.50	
0099999 000076993	00	YOUNG, LILLIAN JEAN UT	00	08/05/2026	501-0000-229.00-00	FINAL BILL REFUND	47.80	
VENDOR TOTAL *							47.80	
0005523 08122026	00	1426 MEDICAL REIMB 003992	00	08/13/2026	001-6120-461.21-01	MEDICAL REIMBURSEMENT	EFT:	1,084.81
VENDOR TOTAL *							.00	1,084.81
0005560 08122026	00	1921 MEDICAL REIMB 003992	00	08/13/2026	604-1320-413.21-01	MEDICAL REIMBURSEMENT	EFT:	409.81
VENDOR TOTAL *							.00	409.81
0005520 08122026	00	2096 MEDICAL REIMB 003992	00	08/13/2026	001-3130-431.21-01	MEDICAL REIMBURSEMENT	EFT:	741.74
VENDOR TOTAL *							.00	741.74
0005660	00	2344 MEDICAL REIMB						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005660 08122026	00	2344 MEDICAL 003992	REIMB 00	08/13/2026	001-1305-413.21-01	MEDICAL REIMBURSEMENT	EFT:	460.81
						VENDOR TOTAL *	.00	460.81
0005625 08122026	00	2614 MEDICAL 003992	REIMB 00	08/13/2026	501-4120-441.21-01	MEDICAL REIMBURSEMENT	EFT:	355.90
						VENDOR TOTAL *	.00	355.90
0005522 08122026	00	2768 MEDICAL 003992	REIMB 00	08/13/2026	001-7120-471.21-01	MEDICAL REIMBURSEMENT	EFT:	1,093.37
						VENDOR TOTAL *	.00	1,093.37
0005626 08122026	00	3198 MEDICAL 003992	REIMB 00	08/13/2026	001-7110-471.21-01	MEDICAL REIMBURSEMENT	EFT:	357.09
						VENDOR TOTAL *	.00	357.09
0005648 08122026	00	3888 MEDICAL 003992	REIMB 00	08/13/2026	501-4110-441.21-01	MEDICAL REIMBURSEMENT	EFT:	648.07
						VENDOR TOTAL *	.00	648.07
						HAND ISSUED TOTAL ***		121,414.34-
						EFT/EPAY TOTAL ***		1,691,881.65
						TOTAL EXPENDITURES *****	50,668.10	1,570,467.31
					GRAND TOTAL	*****		1,621,135.41

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0005683	00	NEWKIRK NOVAK CONSTRUCTION PARTNERS							
2025 EXCISE TAX	004092		00	08/19/2026	140-3130-431.49-08	REFUND EXCISE TAX PMT		132,150.44	
VENDOR TOTAL *								132,150.44	
0000022	00	T-MOBILE USA, INC.							
979581282	0726	003999	00	08/17/2026	001-1120-411.40-03	MONTHLY BILLING		EFT:	129.60
979581282	0726	004000	00	08/17/2026	001-1140-411.40-03	MONTHLY BILLING		EFT:	51.77
979581282	0726	004013	00	08/17/2026	001-1305-413.40-03	MONTHLY BILLING		EFT:	41.49
979581282	0726	004022	00	08/17/2026	001-2110-421.40-03	MONTHLY BILLING		EFT:	384.85
979581282	0726	004017	00	08/17/2026	001-3110-431.40-03	MONTHLY BILLING		EFT:	41.49
979581282	0726	004019	00	08/17/2026	001-3120-431.40-03	MONTHLY BILLING		EFT:	317.80
979581282	0726	004018	00	08/17/2026	001-3130-431.40-03	MONTHLY BILLING		EFT:	246.44
979581282	0726	004015	00	08/17/2026	001-6105-461.40-03	MONTHLY BILLING		EFT:	219.37
979581282	0726	004016	00	08/17/2026	001-6120-461.40-03	MONTHLY BILLING		EFT:	321.62
979581282	0726	004002	00	08/17/2026	001-7110-471.40-03	MONTHLY BILLING		EFT:	41.49
979581282	0726	004003	00	08/17/2026	001-7120-471.40-03	MONTHLY BILLING		EFT:	168.61
979581282	0726	004004	00	08/17/2026	501-4110-441.40-03	MONTHLY BILLING		EFT:	41.49
979581282	0726	004006	00	08/17/2026	501-4120-441.40-03	MONTHLY BILLING		EFT:	160.81
979581282	0726	004005	00	08/17/2026	501-4130-441.40-03	MONTHLY BILLING		EFT:	190.68
979581282	0726	004011	00	08/17/2026	521-4210-442.40-03	MONTHLY BILLING		EFT:	165.96
979581282	0726	004012	00	08/17/2026	521-4220-442.40-03	MONTHLY BILLING		EFT:	127.12
979581282	0726	004010	00	08/17/2026	521-4230-442.40-03	MONTHLY BILLING		EFT:	147.87
979581282	0726	004007	00	08/17/2026	531-4310-443.40-03	MONTHLY BILLING		EFT:	41.49
979581282	0726	004009	00	08/17/2026	531-4320-443.40-03	MONTHLY BILLING		EFT:	160.81
979581282	0726	004008	00	08/17/2026	531-4330-443.40-03	MONTHLY BILLING		EFT:	147.86
979581282	0726	004014	00	08/17/2026	602-1340-413.40-03	MONTHLY BILLING		EFT:	252.22
979581282	0726	004001	00	08/17/2026	603-3150-431.40-03	MONTHLY BILLING		EFT:	82.97
979581282	0726	004021	00	08/17/2026	604-1320-413.40-03	MONTHLY BILLING		EFT:	82.98
979581282	0726	004020	00	08/17/2026	605-3116-431.40-03	MONTHLY BILLING		EFT:	63.56
VENDOR TOTAL *								.00	3,630.35
EFT/EPAY TOTAL ***									3,630.35
TOTAL EXPENDITURES *****								132,150.44	3,630.35
GRAND TOTAL									135,780.79

[illegible]

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
07/2026		004129	00	08/21/2026	001-1310-413.46-02	WSU MARKETPLACE	EFT:	100.00
07/2026		004130	00	08/21/2026	001-1310-413.46-01	WSU MARKETPLACE	EFT:	275.00
07/2026		004133	00	08/21/2026	001-1310-413.46-01	WSU MARKETPLACE	EFT:	250.00
07/2026		004134	00	08/21/2026	001-1310-413.46-01	WSU MARKETPLACE	EFT:	250.00
07/2026		004135	00	08/21/2026	001-1330-413.52-20	QUADIENT INC ORACLE	EFT:	20.90
07/2026		004137	00	08/21/2026	001-1330-413.46-02	ZOOM.COM 888-799-9666	EFT:	204.62
07/2026		004140	00	08/21/2026	001-1330-413.52-20	QUADIENT INC ORACLE	EFT:	87.88
07/2026		004141	00	08/21/2026	001-1330-413.52-20	AMAZON MKTPL JM5XK1YX3	EFT:	25.99
07/2026		004142	00	08/21/2026	001-1330-413.52-20	AMAZON MKTPL OT9QE4YV3	EFT:	12.99
07/2026		004136	00	08/21/2026	001-2110-421.47-04	QUADIENT INC ORACLE	EFT:	20.90
07/2026		004139	00	08/21/2026	001-2110-421.47-04	QUADIENT INC ORACLE	EFT:	87.87
07/2026		004158	00	08/21/2026	001-2110-421.52-20	AMAZON RETA VS8EQ5K73	EFT:	24.98
07/2026		004159	00	08/21/2026	001-2110-421.52-20	AMAZON MKTPL 1Q6X64JT3	EFT:	7.99
07/2026		004160	00	08/21/2026	001-2110-421.52-20	AMAZON MKTPL A78N17TT3	EFT:	51.24
07/2026		004162	00	08/21/2026	001-2110-421.52-20	AMAZON RETA HI4X00BN3	EFT:	10.20
07/2026		004163	00	08/21/2026	001-2110-421.52-20	AMAZON RETA 846T50IG3	EFT:	9.63
07/2026		004164	00	08/21/2026	001-2110-421.52-20	AMAZON MKTPL Q775C4E13	EFT:	29.88
07/2026		004166	00	08/21/2026	001-2110-421.47-02	THE UPS STORE 5784	EFT:	16.97
07/2026		004168	00	08/21/2026	001-2110-421.53-02	GALLS	EFT:	151.99
07/2026		004171	00	08/21/2026	001-2110-421.46-05	PARCHMENT-UNIV DOCS	EFT:	70.00
07/2026		004172	00	08/21/2026	001-2110-421.46-05	COLLEGE TRANSCRIPT	EFT:	73.85
07/2026		004173	00	08/21/2026	001-2110-421.46-05	EQUIFAX INC.	EFT:	134.22
07/2026		004175	00	08/21/2026	001-2110-421.46-05	EQUIFAX INC.	EFT:	134.22
07/2026		004176	00	08/21/2026	001-2110-421.46-05	DBA NEED MY TRANSCRIPT	EFT:	13.50
07/2026		004177	00	08/21/2026	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	45.77
07/2026		004178	00	08/21/2026	001-2110-421.52-20	SQ DAYLIGHT DONUTS - GAR	EFT:	30.48
07/2026		004179	00	08/21/2026	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	26.91
07/2026		004180	00	08/21/2026	001-2110-421.52-20	AMAZON MKTPL 967Q05VA3	EFT:	6.78
07/2026		004181	00	08/21/2026	001-2110-421.52-20	AMAZON MKTPL MC4QC49Z3	EFT:	39.99
07/2026		004183	00	08/21/2026	001-2110-421.46-05	4IMPRINT INC	EFT:	542.05
07/2026		004184	00	08/21/2026	001-2110-421.47-02	VISTAPRINT	EFT:	106.98
07/2026		004185	00	08/21/2026	001-2110-421.53-02	AMAZON RETA XZ9H87073	EFT:	114.80
07/2026		004186	00	08/21/2026	001-2110-421.52-20	AMAZON MKTPL PX84D2063	EFT:	9.59
07/2026		004188	00	08/21/2026	001-2110-421.52-20	CHIPOTLE 0738	EFT:	390.00
07/2026		004189	00	08/21/2026	001-2110-421.47-02	VISTAPRINT	EFT:	40.98
07/2026		004190	00	08/21/2026	001-2110-421.47-02	VISTAPRINT	EFT:	28.98
07/2026		004191	00	08/21/2026	001-2110-421.46-01	KANSAS LE CIT COUNCIL	EFT:	25.00
07/2026		004192	00	08/21/2026	001-2110-421.52-20	WAL-MART #5307	EFT:	5.94
07/2026		004193	00	08/21/2026	001-2110-421.52-20	AMAZON RETA 896VY3PF3	EFT:	9.99
07/2026		004165	00	08/21/2026	001-2120-421.52-20	ARROWHEAD FORENSICS	EFT:	360.31
07/2026		004167	00	08/21/2026	001-2120-421.43-05	OREILLY 354	EFT:	161.86
07/2026		004169	00	08/21/2026	001-2120-421.43-05	AMAZON MKTPL LC5GX4KR3	EFT:	47.94
07/2026		004170	00	08/21/2026	001-2120-421.53-02	BADGESOURCE.COM	EFT:	344.70
07/2026		004174	00	08/21/2026	001-2120-421.46-01	MID-STATES ORGANIZED CRIM	EFT:	225.00
07/2026		004182	00	08/21/2026	001-2120-421.46-01	GDP FIRST RESPONDERS SUPP	EFT:	475.00
07/2026		004187	00	08/21/2026	001-2120-421.53-02	AMAZON MKTPL I41K120P3	EFT:	154.98
07/2026		004194	00	08/21/2026	001-2120-421.46-01	MCC MARKET PLACE UPAY	EFT:	1,200.00
07/2026		004161	00	08/21/2026	001-2130-421.31-17	OAKBROOK ANIMAL HOSPITAL	EFT:	107.00
07/2026		004220	00	08/21/2026	001-3120-431.52-20	OREILLY 354	EFT:	4.79

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
07/2026		004221	00	08/21/2026	001-3120-431.53-02	BOMGAARS 127	EFT:	13.99
07/2026		004222	00	08/21/2026	001-3120-431.53-02	EEWW_OLATHE	EFT:	180.00
07/2026		004224	00	08/21/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	14.99
07/2026		004226	00	08/21/2026	001-3120-431.52-02	NORRIS EQUIPMENT CO LLC	EFT:	8.78
07/2026		004227	00	08/21/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	108.98
07/2026		004228	00	08/21/2026	001-3120-431.31-15	VCN KDORDLEDGERTON	EFT:	10.75
07/2026		004229	00	08/21/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	55.49
07/2026		004230	00	08/21/2026	001-3120-431.52-13	BOMGAARS 127	EFT:	22.99
07/2026		004231	00	08/21/2026	001-3120-431.53-02	BOMGAARS 127	EFT:	35.67
07/2026		004232	00	08/21/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	44.99
07/2026		004233	00	08/21/2026	001-3120-431.43-02	WESTLAKE HARDWARE #179	EFT:	49.60
07/2026		004234	00	08/21/2026	001-3120-431.52-02	BOMGAARS 127	EFT:	15.98
07/2026		004236	00	08/21/2026	001-3120-431.52-20	AMAZON MKTPL M606G2JW3	EFT:	8.99
07/2026		004237	00	08/21/2026	001-3120-431.53-02	AMAZON.COM HB91Z5FH3	EFT:	193.47
07/2026		004238	00	08/21/2026	001-3120-431.53-02	AMAZON.COM A58VE3MS3	EFT:	138.97
07/2026		004239	00	08/21/2026	001-3120-431.53-02	AMAZON.COM UC5U534K3	EFT:	257.94
07/2026		004332	00	08/21/2026	001-6105-461.46-02	CANVA I04930-36799582	EFT:	15.00
07/2026		004330	00	08/21/2026	001-6110-461.54-51	AMAZON MKTPL FQ23L60K3	EFT:	57.98
07/2026		004331	00	08/21/2026	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	35.52
07/2026		004334	00	08/21/2026	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	126.56
07/2026		004354	00	08/21/2026	001-6110-461.47-53	AMAZON.COM 566X67S03	EFT:	264.98
07/2026		004355	00	08/21/2026	001-6110-461.54-51	SQ FUN SERVICES	EFT:	701.21
07/2026		004356	00	08/21/2026	001-6110-461.47-53	AMAZON MKTPL YQ4P550R3	EFT:	13.99
07/2026		004357	00	08/21/2026	001-6110-461.47-53	AMAZON.COM DW8AK80X3	EFT:	95.97
07/2026		004358	00	08/21/2026	001-6110-461.47-53	AMAZON.COM 0T1EL2343	EFT:	66.38
07/2026		004359	00	08/21/2026	001-6110-461.54-51	SQ SIGN GYPSIES GARDNER	EFT:	70.00
07/2026		004360	00	08/21/2026	001-6110-461.54-51	AMAZON MKTPL CN4D08843	EFT:	49.94
07/2026		004361	00	08/21/2026	001-6110-461.54-51	AMAZON MKTPL 4A9PR71R3	EFT:	64.52
07/2026		004363	00	08/21/2026	001-6110-461.54-51	CITY RENT A TRUCK LLC	EFT:	1,415.11
07/2026		004364	00	08/21/2026	001-6110-461.54-51	CITY RENT A TRUCK LLC	EFT:	300.00-
07/2026		004367	00	08/21/2026	001-6110-461.54-51	WALMART.COM	EFT:	268.09
07/2026		004368	00	08/21/2026	001-6110-461.54-51	WALMART.COM	EFT:	6.47
07/2026		004369	00	08/21/2026	001-6110-461.54-51	WAL-MART #5307	EFT:	11.32-
07/2026		004370	00	08/21/2026	001-6110-461.54-51	WAL-MART #5307	EFT:	13.87
07/2026		004371	00	08/21/2026	001-6110-461.54-51	GOODCENTS SUBS 0071	EFT:	153.96
07/2026		004372	00	08/21/2026	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	34.11
07/2026		004375	00	08/21/2026	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	4.99
07/2026		004376	00	08/21/2026	001-6110-461.54-51	DOMINOS 6328	EFT:	205.79
07/2026		004379	00	08/21/2026	001-6110-461.54-51	AMAZON MKTPL XZ4ME6X53	EFT:	36.88
07/2026		004380	00	08/21/2026	001-6110-461.54-51	MCDONALDS F14430	EFT:	44.24
07/2026		004381	00	08/21/2026	001-6110-461.54-51	WAL-MART #0577	EFT:	14.88
07/2026		004382	00	08/21/2026	001-6110-461.54-51	AMAZON MKTPL 5U5VM3A93	EFT:	74.68
07/2026		004383	00	08/21/2026	001-6110-461.47-54	AMAZON.COM 2Z1AJ9A53	EFT:	5.88
07/2026		004400	00	08/21/2026	001-6110-461.54-51	THE HOME DEPOT 2218	EFT:	238.00
07/2026		004113	00	08/21/2026	001-6120-461.52-01	PAYPAL MTBNRS	EFT:	325.00
07/2026		004147	00	08/21/2026	001-6120-461.52-01	AMAZON MKTPL XE1EK86C3	EFT:	125.99
07/2026		004366	00	08/21/2026	001-6120-461.44-02	PRIMO BRANDS/WATERSERV	EFT:	26.83
07/2026		004377	00	08/21/2026	001-6120-461.44-02	PRIMO BRANDS/WATERSERV	EFT:	83.15
07/2026		004378	00	08/21/2026	001-6120-461.44-02	PRIMO BRANDS/WATERSERV	EFT:	54.06

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
07/2026		004384	00	08/21/2026	001-6120-461.53-02	WESTLAKE HARDWARE #179	EFT:	10.37
07/2026		004385	00	08/21/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	17.99
07/2026		004386	00	08/21/2026	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	194.00
07/2026		004387	00	08/21/2026	001-6120-461.43-05	OREILLY 354	EFT:	343.98
07/2026		004388	00	08/21/2026	001-6120-461.43-02	OREILLY 354	EFT:	55.17
07/2026		004389	00	08/21/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	66.96
07/2026		004392	00	08/21/2026	001-6120-461.43-02	BOMGAARS 127	EFT:	8.99
07/2026		004393	00	08/21/2026	001-6120-461.43-02	WESTLAKE HARDWARE #179	EFT:	28.97
07/2026		004395	00	08/21/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	49.95
07/2026		004398	00	08/21/2026	001-6120-461.53-02	WAL-MART #5307	EFT:	33.88
07/2026		004401	00	08/21/2026	001-6120-461.52-01	BOMGAARS 127	EFT:	6.08
07/2026		004402	00	08/21/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	25.77
07/2026		004403	00	08/21/2026	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	194.00
07/2026		004404	00	08/21/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	49.96
07/2026		004406	00	08/21/2026	001-6120-461.43-02	AMAZON MKTPL 9G98E0F53	EFT:	110.91
07/2026		004407	00	08/21/2026	001-6120-461.43-02	AMAZON MKTPL HL59N5UI3	EFT:	64.95
07/2026		004408	00	08/21/2026	001-6120-461.43-02	AMAZON MKTPL ME0957Q43	EFT:	51.96
07/2026		004409	00	08/21/2026	001-6120-461.43-02	AMAZON MKTPL P20LX7WY3	EFT:	31.97
07/2026		004410	00	08/21/2026	001-6120-461.43-02	AMAZON MKTPL UK6H22HV3	EFT:	46.35
07/2026		004411	00	08/21/2026	001-6120-461.43-02	AMAZON MKTPL WY3EK1TY3	EFT:	11.99
07/2026		004413	00	08/21/2026	001-6120-461.43-02	WESTLAKE HARDWARE #179	EFT:	39.99
07/2026		004416	00	08/21/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	20.99
07/2026		004417	00	08/21/2026	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	45.17
07/2026		004333	00	08/21/2026	001-6130-461.54-51	AMAZON MKTPL B07TM8LA3	EFT:	183.52
07/2026		004335	00	08/21/2026	001-6130-461.52-15	WAL-MART #5307	EFT:	317.71
07/2026		004336	00	08/21/2026	001-6130-461.52-15	WM SUPERCENTER #5307	EFT:	8.22
07/2026		004337	00	08/21/2026	001-6130-461.54-51	AMAZON.COM Z05N60703	EFT:	30.98
07/2026		004338	00	08/21/2026	001-6130-461.54-51	WM SUPERCENTER #5307	EFT:	139.12
07/2026		004339	00	08/21/2026	001-6130-461.52-15	WM SUPERCENTER #5307	EFT:	107.44
07/2026		004340	00	08/21/2026	001-6130-461.54-51	AMAZON MKTPL IF1LY8MR3	EFT:	11.84
07/2026		004341	00	08/21/2026	001-6130-461.52-20	AMAZON MKTPL JJ25U4JE3	EFT:	82.98
07/2026		004342	00	08/21/2026	001-6130-461.54-51	AMAZON MKTPL UP0HM3VC3	EFT:	66.23
07/2026		004343	00	08/21/2026	001-6130-461.54-51	AMAZON MKTPL ZN9I01UG3	EFT:	85.74
07/2026		004344	00	08/21/2026	001-6130-461.54-51	FUNFLICKS KS	EFT:	431.57
07/2026		004345	00	08/21/2026	001-6130-461.52-15	AMAZON.COM RJ8074XT3	EFT:	83.58
07/2026		004346	00	08/21/2026	001-6130-461.54-51	AMAZON MKTPL FS4Y35LQ3	EFT:	422.79
07/2026		004347	00	08/21/2026	001-6130-461.52-20	AMAZON MKTPL UW9AH01M3	EFT:	135.99
07/2026		004348	00	08/21/2026	001-6130-461.54-51	WM SUPERCENTER #5307	EFT:	59.71
07/2026		004349	00	08/21/2026	001-6130-461.52-20	AMAZON MKTPL VH9CI4853	EFT:	26.05
07/2026		004350	00	08/21/2026	001-6130-461.54-51	SWANK MOTION PICTURES IN	EFT:	430.00
07/2026		004351	00	08/21/2026	001-6130-461.54-51	WAL-MART #5307	EFT:	126.48
07/2026		004352	00	08/21/2026	001-6130-461.52-15	WAL-MART #5307	EFT:	149.68
07/2026		004353	00	08/21/2026	001-6130-461.54-51	WAL-MART #5307	EFT:	452.57
07/2026		004362	00	08/21/2026	001-6130-461.52-20	AMAZON MKTPL JC22U3N33	EFT:	179.78
07/2026		004373	00	08/21/2026	001-6130-461.52-15	AMAZON.COM LL8262L53	EFT:	23.88
07/2026		004374	00	08/21/2026	001-6130-461.52-15	AMAZON.COM	EFT:	17.91-
07/2026		004390	00	08/21/2026	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	14.98
07/2026		004391	00	08/21/2026	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	11.98
07/2026		004394	00	08/21/2026	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	24.88

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
07/2026		004396	00	08/21/2026	001-6130-461.52-13	LESLIES POOLMART 613	EFT:	168.00
07/2026		004397	00	08/21/2026	001-6130-461.52-13	LESLIES POOLMART 613	EFT:	187.56
07/2026		004399	00	08/21/2026	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	44.98
07/2026		004405	00	08/21/2026	001-6130-461.43-02	AMAZON MKTPL M84ZS80C3	EFT:	105.98
07/2026		004412	00	08/21/2026	001-6130-461.52-01	BOMGAARS 127	EFT:	149.99
07/2026		004414	00	08/21/2026	001-6130-461.43-02	AMAZON MKTPL U94F71F03	EFT:	184.99
07/2026		004415	00	08/21/2026	001-6130-461.43-01	THE HOME DEPOT 2218	EFT:	200.46
07/2026		004148	00	08/21/2026	001-7110-471.47-01	AMAZON MKTPL 449I88GE3	EFT:	999.99
07/2026		004149	00	08/21/2026	001-7110-471.47-01	AMAZON MKTPL 7F6LG5HY3	EFT:	265.99
07/2026		004418	00	08/21/2026	001-7110-471.52-20	NNA SERVICES LLC	EFT:	99.95
07/2026		004223	00	08/21/2026	117-3120-431.43-06	VANCE BROTHERS KC SALES	EFT:	292.50
07/2026		004225	00	08/21/2026	117-3120-431.43-06	VANCE BROTHERS KC SALES	EFT:	292.50
07/2026		004267	00	08/21/2026	501-4110-441.52-20	AMAZON MKTPL B51WQ7FL3	EFT:	19.99
07/2026		004268	00	08/21/2026	501-4110-441.52-20	AMAZON MKTPL 5W8AA1UU0	EFT:	35.88
07/2026		004270	00	08/21/2026	501-4120-441.52-01	HOMEDEPOT.COM	EFT:	623.99
07/2026		004271	00	08/21/2026	501-4120-441.52-12	WESTLAKE HARDWARE #179	EFT:	38.90
07/2026		004272	00	08/21/2026	501-4120-441.52-09	BOMGAARS 127	EFT:	24.99
07/2026		004273	00	08/21/2026	501-4120-441.47-04	THE UPS STORE 5784	EFT:	169.93
07/2026		004274	00	08/21/2026	501-4120-441.52-12	WAL-MART #5307	EFT:	61.15
07/2026		004269	00	08/21/2026	501-4130-441.52-20	AMAZON.COM PA4IQ7K63	EFT:	16.04
07/2026		004275	00	08/21/2026	501-4130-441.52-02	BOMGAARS 127	EFT:	14.20
07/2026		004276	00	08/21/2026	501-4130-441.52-12	BOMGAARS 127	EFT:	74.41
07/2026		004277	00	08/21/2026	501-4130-441.52-12	WAL-MART #5307	EFT:	21.71
07/2026		004278	00	08/21/2026	501-4130-441.53-02	EQUIPMENTSHARE.COM	EFT:	195.10
07/2026		004279	00	08/21/2026	501-4130-441.53-02	AMAZON.COM 8J8LS1W83	EFT:	1,094.40
07/2026		004280	00	08/21/2026	501-4130-441.52-02	HARBOR FREIGHT TOOLS 619	EFT:	49.25
07/2026		004281	00	08/21/2026	501-4130-441.43-02	EQUIPMENTSHARE.COM	EFT:	217.29
07/2026		004282	00	08/21/2026	501-4130-441.52-12	WAL-MART #5307	EFT:	21.71
07/2026		004283	00	08/21/2026	501-4130-441.52-12	AMAZON.COM JA2VM3TM3	EFT:	35.59
07/2026		004284	00	08/21/2026	501-4130-441.43-05	CRUTCHFIELD.COM	EFT:	388.59
07/2026		004285	00	08/21/2026	501-4130-441.52-02	CLARK S TOOLS	EFT:	23.70
07/2026		004286	00	08/21/2026	501-4130-441.43-05	RECYCLE WITH INTEGRITY	EFT:	22.67
07/2026		004287	00	08/21/2026	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	27.34
07/2026		004288	00	08/21/2026	501-4130-441.52-12	OREILLY 354	EFT:	10.53
07/2026		004289	00	08/21/2026	501-4130-441.52-31	SQ RELIABLE CONCRETE PRO	EFT:	1,768.00
07/2026		004266	00	08/21/2026	521-4210-442.52-20	WALGREENS #10150	EFT:	6.56
07/2026		004308	00	08/21/2026	521-4210-442.46-02	AMERICAN WATER WORKS ASSO	EFT:	81.00
07/2026		004290	00	08/21/2026	521-4220-442.52-20	WAL-MART #5307	EFT:	54.45
07/2026		004291	00	08/21/2026	521-4220-442.52-12	THE HOME DEPOT #2218	EFT:	126.12
07/2026		004292	00	08/21/2026	521-4220-442.52-12	OREILLY 354	EFT:	102.05
07/2026		004293	00	08/21/2026	521-4220-442.52-12	WESTLAKE HARDWARE #179	EFT:	159.99
07/2026		004294	00	08/21/2026	521-4220-442.52-12	REEVES-WIEDEMAN - OLATHE	EFT:	156.75
07/2026		004295	00	08/21/2026	521-4220-442.52-20	THE HOME DEPOT #2218	EFT:	62.42
07/2026		004296	00	08/21/2026	521-4220-442.31-15	FWD SOLID GROUND SEPTI	EFT:	391.00
07/2026		004297	00	08/21/2026	521-4220-442.52-01	AMAZON MKTPL LH3TB6K73	EFT:	149.99
07/2026		004298	00	08/21/2026	521-4220-442.52-12	WM SUPERCENTER #5307	EFT:	79.00
07/2026		004304	00	08/21/2026	521-4220-442.43-02	THE UPS STORE 5784	EFT:	41.09
07/2026		004299	00	08/21/2026	521-4230-442.53-02	WESTLAKE HARDWARE #179	EFT:	193.98
07/2026		004300	00	08/21/2026	521-4230-442.52-01	WESTLAKE HARDWARE #179	EFT:	189.99

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
07/2026		004301	00	08/21/2026	521-4230-442.52-01	WESTLAKE HARDWARE #179	EFT:	160.00
07/2026		004302	00	08/21/2026	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	27.98
07/2026		004303	00	08/21/2026	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	88.15
07/2026		004306	00	08/21/2026	521-4230-442.52-04	STOP & SHINE CAR WASH	EFT:	4.54
07/2026		004307	00	08/21/2026	521-4230-442.52-04	STOP & SHINE CAR WASH	EFT:	10.74
07/2026		004309	00	08/21/2026	531-4320-443.52-02	WESTLAKE HARDWARE #179	EFT:	11.99
07/2026		004310	00	08/21/2026	531-4320-443.52-04	BIG O TIRES OF GARDNER	EFT:	690.64
07/2026		004311	00	08/21/2026	531-4320-443.52-12	FASTENAL COMPANY 01KSKA3	EFT:	50.12
07/2026		004312	00	08/21/2026	531-4320-443.43-02	AMAZON.COM MJ0VI94E3	EFT:	138.99
07/2026		004313	00	08/21/2026	531-4320-443.52-01	WESTLAKE HARDWARE #179	EFT:	22.01
07/2026		004314	00	08/21/2026	531-4320-443.43-02	AMAZON MKTPL 7724L2W93	EFT:	34.95
07/2026		004315	00	08/21/2026	531-4320-443.52-13	USABLUEBOOK	EFT:	227.43
07/2026		004316	00	08/21/2026	531-4320-443.52-01	AMAZON MKTPL D72295D93	EFT:	209.95
07/2026		004317	00	08/21/2026	531-4320-443.52-01	AMAZON MKTPL KP0LS9GE3	EFT:	12.99
07/2026		004318	00	08/21/2026	531-4320-443.46-02	KDHE BUREAU OF WATER	EFT:	20.00
07/2026		004319	00	08/21/2026	531-4320-443.52-20	AMAZON MKTPL 5N1PA0MY1	EFT:	6.59
07/2026		004320	00	08/21/2026	531-4320-443.52-20	SARIN ENERGY	EFT:	103.02
07/2026		004321	00	08/21/2026	531-4320-443.46-01	WEF REG	EFT:	200.00
07/2026		004322	00	08/21/2026	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	20.77
07/2026		004323	00	08/21/2026	531-4320-443.52-05	OREILLY 354	EFT:	58.47
07/2026		004324	00	08/21/2026	531-4320-443.52-12	BOMGAARS 127	EFT:	53.92
07/2026		004325	00	08/21/2026	531-4320-443.52-04	WESTLAKE HARDWARE #179	EFT:	16.57
07/2026		004326	00	08/21/2026	531-4320-443.52-20	WM SUPERCENTER #5307	EFT:	51.34
07/2026		004327	00	08/21/2026	531-4320-443.52-04	CROFT TRAILER SUPPLY INC	EFT:	22.03
07/2026		004328	00	08/21/2026	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	59.98
07/2026		004305	00	08/21/2026	531-4330-443.46-01	KWEA - KSAWWA	EFT:	900.00
07/2026		004196	00	08/21/2026	551-4520-445.52-20	STAPLS7683457988000001	EFT:	57.56
07/2026		004329	00	08/21/2026	551-4520-445.52-20	WM SUPERCENTER #5307	EFT:	21.76
07/2026		004104	00	08/21/2026	601-1230-412.46-01	IDEASTAGE.COM	EFT:	1,642.41
07/2026		004119	00	08/21/2026	601-1230-412.46-01	TST EL LUCHADOR	EFT:	1,180.08
07/2026		004120	00	08/21/2026	601-1230-412.46-01	AMAZON MKTPL 5581134W3	EFT:	6.72
07/2026		004105	00	08/21/2026	602-1340-413.47-05	ADOBE ADOBE	EFT:	29.99
07/2026		004107	00	08/21/2026	602-1340-413.47-05	TEXTCASTER	EFT:	182.20
07/2026		004143	00	08/21/2026	602-1340-413.52-20	AMAZON.COM OY1XH65W3	EFT:	719.90
07/2026		004144	00	08/21/2026	602-1340-413.52-20	AMAZON.COM PH8MW6PL3	EFT:	359.70
07/2026		004145	00	08/21/2026	602-1340-413.31-15	STRATUS IP	EFT:	2,400.00
07/2026		004146	00	08/21/2026	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	36.41
07/2026		004150	00	08/21/2026	602-1340-413.52-06	AMAZON MKTPL 1L13M65C3	EFT:	16.99
07/2026		004151	00	08/21/2026	602-1340-413.52-06	AMAZON MKTPL T25W00653	EFT:	20.99
07/2026		004152	00	08/21/2026	602-1340-413.52-06	AMAZON MKTPL 2U68N80U3	EFT:	89.94
07/2026		004153	00	08/21/2026	602-1340-413.52-06	AMAZON.COM KQ26Q9HL3	EFT:	459.99
07/2026		004154	00	08/21/2026	602-1340-413.52-06	AMAZON MKTPL EI8Z46QQ3	EFT:	42.45
07/2026		004155	00	08/21/2026	602-1340-413.52-06	AMAZON MKTPL H64FY9PV3	EFT:	39.99
07/2026		004156	00	08/21/2026	602-1340-413.52-20	AMAZON.COM NP41I6XP3	EFT:	13.59
07/2026		004157	00	08/21/2026	602-1340-413.52-20	AMAZON MKTPL OM5831E13	EFT:	12.99
07/2026		004241	00	08/21/2026	603-3150-431.43-01	WESTLAKE HARDWARE #179	EFT:	8.99
07/2026		004242	00	08/21/2026	603-3150-431.52-02	THE HOME DEPOT #2201	EFT:	27.44
07/2026		004243	00	08/21/2026	603-3150-431.52-01	SP ELECTRIC BARGAIN ST	EFT:	614.00
07/2026		004244	00	08/21/2026	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	21.44

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
07/2026		004245	00	08/21/2026	603-3150-431.43-01	THE HOME DEPOT #2218	EFT:	12.78
07/2026		004246	00	08/21/2026	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	34.98
07/2026		004247	00	08/21/2026	603-3150-431.52-01	AMAZON MKTPL 6E83Z1Z13	EFT:	43.78
07/2026		004248	00	08/21/2026	603-3150-431.52-02	AMAZON.COM WK94U0773	EFT:	274.34
07/2026		004249	00	08/21/2026	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	9.56
07/2026		004250	00	08/21/2026	603-3150-431.52-01	WAL-MART #5307	EFT:	47.52
07/2026		004251	00	08/21/2026	603-3150-431.52-01	CES 491	EFT:	720.73
07/2026		004252	00	08/21/2026	603-3150-431.52-01	AMAZON MKTPL KJ6RV3UP3	EFT:	10.74
07/2026		004253	00	08/21/2026	603-3150-431.52-02	AMAZON.COM K01ZK16D3	EFT:	548.68
07/2026		004254	00	08/21/2026	603-3150-431.43-01	LS CHAFFEE LOK PRO	EFT:	4.00
07/2026		004255	00	08/21/2026	603-3150-431.52-01	AMAZON MKTPL CK2JA19X3	EFT:	32.38
07/2026		004256	00	08/21/2026	603-3150-431.52-02	AMAZON MKTPL XQ9LX9M93	EFT:	24.99
07/2026		004257	00	08/21/2026	603-3150-431.53-02	EEWW_OLATHE	EFT:	566.82
07/2026		004258	00	08/21/2026	603-3150-431.53-02	AMAZON.COM CN3I05T03	EFT:	414.95
07/2026		004259	00	08/21/2026	603-3150-431.53-02	AMAZON.COM WV3JI2453	EFT:	439.95
07/2026		004260	00	08/21/2026	603-3150-431.52-01	AMAZON MKTPL P58JL8KU3	EFT:	76.79
07/2026		004261	00	08/21/2026	603-3150-431.52-01	GORDON ELECTRIC SUPPLY	EFT:	868.20
07/2026		004262	00	08/21/2026	603-3150-431.52-01	AMAZON.COM EK4M52GH3	EFT:	14.26
07/2026		004138	00	08/21/2026	604-1320-413.52-20	STAPLS7683457988000001	EFT:	44.19
07/2026		004195	00	08/21/2026	605-3116-431.31-15	SOI SNAP-ON18777778455	EFT:	49.44
07/2026		004197	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	266.24
07/2026		004198	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	592.15
07/2026		004199	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	278.41
07/2026		004200	00	08/21/2026	605-3116-431.52-04	NAPA STORE 4140244	EFT:	70.73
07/2026		004201	00	08/21/2026	605-3116-431.52-04	PREMIER TRUCK GROUP OF K	EFT:	93.08
07/2026		004202	00	08/21/2026	605-3116-431.52-05	COLEMAN EQUIPMENT BONNER	EFT:	156.93
07/2026		004203	00	08/21/2026	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	161.74
07/2026		004204	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	34.97
07/2026		004205	00	08/21/2026	605-3116-431.52-05	OREILLY 354	EFT:	164.32
07/2026		004206	00	08/21/2026	605-3116-431.52-05	KANSAS GOLF AND TURF-L	EFT:	142.33
07/2026		004207	00	08/21/2026	605-3116-431.52-05	KC BOBCAT	EFT:	115.28
07/2026		004208	00	08/21/2026	605-3116-431.43-02	BIG O TIRES OF GARDNER	EFT:	128.72
07/2026		004209	00	08/21/2026	605-3116-431.52-05	OREILLY 354	EFT:	180.62
07/2026		004210	00	08/21/2026	605-3116-431.52-20	OREILLY 354	EFT:	604.00
07/2026		004211	00	08/21/2026	605-3116-431.52-05	KC BOBCAT	EFT:	681.93
07/2026		004212	00	08/21/2026	605-3116-431.52-20	OREILLY 354	EFT:	27.95
07/2026		004213	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	89.24
07/2026		004214	00	08/21/2026	605-3116-431.52-05	KANEQUIP INC	EFT:	600.42
07/2026		004215	00	08/21/2026	605-3116-431.52-20	BOMGAARS 127	EFT:	48.98
07/2026		004216	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	334.16
07/2026		004217	00	08/21/2026	605-3116-431.52-20	AMAZON MKTPL 9U5FP4XR3	EFT:	180.96
07/2026		004218	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	6.71
07/2026		004219	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	21.96
07/2026		004235	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	94.03
07/2026		004240	00	08/21/2026	605-3116-431.52-04	OREILLY 354	EFT:	49.83
07/2026		004365	00	08/21/2026	702-6110-461.54-52	FAIRS JOCOKANSASFAIR.	EFT:	32.23
VENDOR TOTAL *							.00	53,963.16
0000250	00	ASPHALT SALES COMPANY						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000250 163800 163831 163853	00	ASPHALT SALES COMPANY 004040 004041 004042	00	08/20/2026 08/20/2026 08/20/2026	117-3120-431.43-06 117-3120-431.43-06 117-3120-431.43-06	ASPHALT ASPHALT ASPHALT	EFT: EFT: EFT:	770.43 381.25 483.73
VENDOR TOTAL *							.00	1,635.41
0004860 08082026	00	AT&T MOBILITY 004078	00	08/20/2026	001-2110-421.40-03	CELL PHONES	2,324.83	
VENDOR TOTAL *							2,324.83	
0005014 20584 20385	00	ATTIC STORAGE OF GARDNER 004088 004043	00	08/20/2026 08/20/2026	001-6110-461.44-02 603-3150-431.43-05	SEPT RENT SEPT RENT	EFT: EFT:	1,183.00 263.00
VENDOR TOTAL *							.00	1,446.00
0003515 2567208 2567222 2567213 2567213 2567211 2567214 2567210 2567209 2567217 2567212 2567220 2567219 2567215 2567216 2567218 2566982 2567221	00	AUGUSTINE EXTERMINATORS INC 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090 004090	00	08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026	603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15	MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	102.58 54.38 32.86 32.85 43.05 31.72 43.05 102.58 54.38 54.38 31.72 28.33 43.05 64.58 54.38 105.60 31.72
VENDOR TOTAL *							.00	911.21
0005454 F0CB260979	00	BOB ALLEN FORD OTTAWA 004044	00	08/20/2026	001-2120-421.43-05	GENERAL BODY REPAIR #138	EFT:	1,439.56
VENDOR TOTAL *							.00	1,439.56
0004675 932886907 932894680 932886913	00	BORDER STATES INDUSTRIES INC 004045 004046 004047	00	08/20/2026 08/20/2026 08/20/2026	501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31	COPPER WIRE CABLE CLEANING PREP KITS FLAT PADS 42X42X4	EFT: EFT: EFT:	971.05 3,003.12 857.41
VENDOR TOTAL *							.00	4,831.58
0005655 BSW718816	00	BRENNTAG SOUTHWEST, LLC 004048	00	08/20/2026	521-4220-442.52-13	HYDRO ACID, SOD PERMANG,	EFT:	7,645.06
VENDOR TOTAL *							.00	7,645.06
0005293	00	BRIGHTSPEED						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005293	00	BRIGHTSPEED						
430001259498		004089	00	08/20/2026	602-1340-413.47-05	MONTHLY BILLING	EFT:	69.60
490001382270		004089	00	08/20/2026	602-1340-413.47-05	MONTHLY BILLING	EFT:	395.97
VENDOR TOTAL *							.00	465.57
0000414	00	CAPITAL ELECTRIC LINE BUILDERS INC.						
209369-01		PI0416 009258	00	08/03/2026	501-4140-441.62-15	JULY PROGRESS BILLING	322,434.95	
VENDOR TOTAL *							322,434.95	
0005609	00	CINTAS CORPORATION 2						
4278513355		004051	00	08/20/2026	603-3150-431.42-01	RUG RENTAL	33.07	
8408542283		004088	00	08/20/2026	603-3150-431.42-01	RUG RENTAL	13.08	
8408542283		004088	00	08/20/2026	603-3150-431.42-01	RUG RENTAL	13.09	
8408542283		004088	00	08/20/2026	603-3150-431.42-01	RUG RENTAL	33.00	
8408542283		004088	00	08/20/2026	603-3150-431.42-01	RUG RENTAL	24.38	
8408542283		004088	00	08/20/2026	603-3150-431.42-01	RUG RENTAL	40.28	
8408542283		004088	00	08/20/2026	603-3150-431.42-01	RUG RENTAL	12.50	
8408542283		004088	00	08/20/2026	603-3150-431.42-01	RUG RENTAL	40.14	
VENDOR TOTAL *							209.54	
0005598	00	CITY WIDE MAINTENANCE CO ENT LLC						
52001022076		004088	00	08/20/2026	603-3150-431.42-01	SUPPLIES	EFT:	453.95
52001022107		004088	00	08/20/2026	603-3150-431.42-01	SUPPLIES	EFT:	694.55
VENDOR TOTAL *							.00	1,148.50
0005543	00	CLINICAL ASSOCIATES PA						
PRUBRI		004055	00	08/20/2026	001-2110-421.31-15	NEW HIRE EVALUATION	EFT:	500.00
MORJEA		004056	00	08/20/2026	001-2110-421.31-15	NEW HIRE EVALUATION	EFT:	500.00
WOOALI		004057	00	08/20/2026	001-2110-421.31-15	NEW HIRE EVALUATION	EFT:	500.00
VENDOR TOTAL *							.00	1,500.00
0001201	00	COMMERCIAL AQUATIC SERVICES, INC						
58728-1		004052	00	08/20/2026	001-6130-461.52-13	POOL CHEMICALS	EFT:	40.30
58547-1		004053	00	08/20/2026	001-6130-461.52-13	POOL CHEMICALS	EFT:	4,335.00
58584-1		004054	00	08/20/2026	001-6130-461.52-13	POOL CHEMICALS	EFT:	47.10
VENDOR TOTAL *							.00	4,422.40
0005556	00	CONSOLIDATED ELECTRICAL DISTRIB						
3588-1328805		004049	00	08/20/2026	521-4220-442.52-12	SCADA EQUIPMENT	EFT:	4,427.53
VENDOR TOTAL *							.00	4,427.53
0004644	00	CORE & MAIN LP						
Z533914		004050	00	08/20/2026	521-4230-442.52-31	BRASS SADDLES	EFT:	671.46
VENDOR TOTAL *							.00	671.46
0005358	00	CUMMINS SALES AND SERVICE						
E3-260711407		PI0401 009129	00	07/30/2026	404-3110-411.61-09	PORTABLE GEN SET	EFT:	96,860.00
VENDOR TOTAL *							.00	96,860.00
0001557	00	DATCO, INC						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001557 215483	00	DATCO, INC 004058	00	08/20/2026	001-2120-421.53-02	HATS	16.50	
						VENDOR TOTAL *	16.50	
0004959 81	00	DIGITAL EARTH CONSULTING LLC 004059	00	08/20/2026	531-4320-443.47-39	SLUDGE REMOVAL WWTP	EFT:	1,761.88
						VENDOR TOTAL *	.00	1,761.88
0005429 43760	00	DUKE'S ROOT CONTROL 004093	00	08/20/2026	531-4330-443.52-13	SEWER GREASE CONTROL	EFT:	3,360.00
						VENDOR TOTAL *	.00	3,360.00
0005211 02152338	00	EASY ICE, LLC 004077	00	08/20/2026	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	34.34
02152338		004075	00	08/20/2026	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	34.35
02152338		004076	00	08/20/2026	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	34.35
						VENDOR TOTAL *	.00	103.04
0005652	00	ECO WASTE SOLUTIONS						
0003151760		004061	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	45.00
0003151760		004062	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	26.66
0003151760		004063	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	26.67
0003151760		004064	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	26.67
0003151760		004065	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	152.90
0003151760		004066	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	50.00
0003151760		004067	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	45.00
0003151760		004068	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	56.00
0003151760		004069	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	50.00
0003151760		004070	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	45.00
0003151760		004071	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	45.00
0003151760		004072	00	08/20/2026	603-3150-431.40-02	MONTHLY TRASH SERVICES	EFT:	56.00
						VENDOR TOTAL *	.00	624.90
0005668 6821	00	ELITE EXERCISE EQUIPMENT 004073	00	08/20/2026	001-2110-421.31-15	EQUIPMENT REPAIRS	EFT:	127.23
6801		004074	00	08/20/2026	001-2110-421.31-15	EQUIPMENT REPAIRS	EFT:	652.44
						VENDOR TOTAL *	.00	779.67
0002511 26291	00	ENRIGHT LAWNS, INC PI0413 009139	00	08/01/2026	001-6120-461.31-15	LAWN MAINTENANCE	EFT:	5,110.00
						VENDOR TOTAL *	.00	5,110.00
0005226 0953609	00	EVCO WHOLESALE FOOD CORP 004060	00	08/20/2026	001-6130-461.52-15	CONCESSIONS	309.53	
						VENDOR TOTAL *	309.53	
0099999 000077331	00	FORESMAN, STEVEN UT	00	08/13/2026	501-0000-229.00-00	FINAL BILL REFUND	56.38	
						VENDOR TOTAL *	56.38	
0099999	00	FREUDIG-JAMISON, GABRIELE						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999 000078567	00	FREUDIG-JAMISON, GABRIELE UT	00	08/12/2026	501-0000-229.00-00	MANUAL CHECK	33.16	
						VENDOR TOTAL *	33.16	
0005361 3607839	00	GFI DIGITAL 004079	00	08/20/2026	602-1340-413.47-05	COPIER MAINT PROGRAM	EFT:	2,374.20
						VENDOR TOTAL *	.00	2,374.20
0000181 9027069641 9025382335	00	GRAINGER 004080 004081	00	08/20/2026 08/20/2026	501-4120-441.52-12 501-4120-441.52-20	LOCKWIRE LITHIUM BATTERY FOR WEATH	EFT: EFT:	19.10 10.79
						VENDOR TOTAL *	.00	29.89
0002095 1200852972 1200852972 1200852975	00	HDR ENGINEERING, INC PI0409 009085 PI0415 009243 PI0412 009136	00	08/07/2026 08/07/2026 08/07/2026	001-3130-431.31-10 001-3130-431.31-10 130-3130-431.62-19	ON-CALL TRAFFIC SERVICES ON-CALL TRAFFIC SERVICES PROGRESS PAYMENT	EFT: EFT: EFT:	3,603.08 4,403.40 1,602.91
						VENDOR TOTAL *	.00	9,609.39
0000463 135 N SYCAMORE	00	HOLIDAY CONTRACTING, INC. 004082	00	08/20/2026	521-4230-442.31-15	ASPHALT REPAIRS	EFT:	1,980.00
						VENDOR TOTAL *	.00	1,980.00
0005558 1227072-000 1228251-000	00	INDUSTRIAL SALES CO 004083 004088	00	08/20/2026 08/20/2026	001-6120-461.52-01 001-6120-461.52-01	IRRIGATION REPAIRS IRRIGATION REPAIRS	EFT: EFT:	26.10 252.85
						VENDOR TOTAL *	.00	278.95
0005321 2603	00	INSIGHT PUBLIC SAFETY & FORENSIC CO 004084	00	08/20/2026	001-2110-421.31-15	WELLNESS	EFT:	220.00
						VENDOR TOTAL *	.00	220.00
0099999 106350	00	ISABELLA MADISON WHALEY 004025	00	08/20/2026	001-0000-228.30-00	BOND REFUND	353.00	
						VENDOR TOTAL *	353.00	
0005492 175865	00	JEO CONSULTING GROUP, INC PI0404 009236	00	07/31/2026	130-3130-431.62-19	FINAL PROGRESS PMT	EFT:	24,646.80
						VENDOR TOTAL *	.00	24,646.80
0002760 201716 201715	00	KA-COMM, INC 004085 004085	00	08/20/2026 08/20/2026	001-2110-421.43-02 001-2110-421.43-02	HARRIS XL-185 RADIO REPAR VOLUME KNOB ASSEMBLY	EFT: EFT:	1,115.18 120.00
						VENDOR TOTAL *	.00	1,235.18
0003361 20271074	00	KANSAS CORPORATION COMMISSION 004085	00	08/20/2026	501-4120-441.52-12	METER FOR GAS PIPELINE	EFT:	100.00
						VENDOR TOTAL *	.00	100.00
0002806	00	KANSAS GOLF AND TURF, INC						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0002806 02-365700 02-365810 02-364666	00	KANSAS GOLF AND TURF, INC 004085 004085 004085	00 00 00	08/20/2026 08/20/2026 08/20/2026	001-6120-461.43-02 001-6120-461.43-02 001-6120-461.43-02	MOWER REPAIRS MOWER REPAIRS MOWER REPAIRS	EFT: EFT: EFT:	159.63 16.10 461.35	
VENDOR TOTAL *							.00	637.08	
0000112 6070673 6070269 6070269 6070269 6070269	00	KANSAS ONE-CALL SYSTEM, INC. 004085 004085 004085 004085 004085	00 00 00 00 00	08/20/2026 08/20/2026 08/20/2026 08/20/2026 08/20/2026	001-3120-431.31-15 001-3120-431.31-15 501-4130-441.40-06 521-4230-442.40-06 531-4330-443.40-06	LOCATES LOCATES LOCATES LOCATES LOCATES	EFT: EFT: EFT: EFT: EFT:	19.95 187.86 187.87 187.86 187.86	
VENDOR TOTAL *							.00	771.40	
0000332 102521 102521 102521 102521 102521 102521 102521	00	KANSAS STATE TREASURER 004027 004028 004029 004030 004031 004032 004033	00 00 00 00 00 00 00	08/17/2026 08/17/2026 08/17/2026 08/17/2026 08/17/2026 08/17/2026 08/17/2026	001-0000-207.10-17 001-0000-207.10-13 001-0000-207.10-14 001-0000-207.10-11 001-0000-207.10-12 001-0000-207.10-15 001-0000-207.10-16	JULY 2026 COURT JULY 2026 COURT JULY 2026 COURT JULY 2026 COURT JULY 2026 COURT JULY 2026 COURT JULY 2026 COURT	CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #: CHECK #:	133 133 133 133 133 133 133	192.00 1,105.00 286.00 177.50 3,380.00 323.50 180.00
VENDOR TOTAL *							.00	5,644.00	
0005231 48418840	00	KANSAS TURNPIKE AUTHORITY 004085	00 00	08/20/2026	531-4320-443.46-01	TOLLS	3.14		
VENDOR TOTAL *							3.14		
0000294 6211-5KHD-C772	00	KDOR MISCELLANEOUS TAX SECTION 004034	00	08/17/2026	521-4210-442.49-01	2Q 2026 CLEAN WATER FEE	CHECK #:	138	11,658.98
VENDOR TOTAL *							.00	11,658.98	
0099999 093448	00	KENNETH A EASTER 004023	00	08/20/2026	001-0000-228.30-00	BOND REFUND	250.00		
VENDOR TOTAL *							250.00		
0002489 1878462 1878457 1878456	00	KPERS 004095 004096 004097	00 00 00 00	08/21/2026 08/21/2026 08/21/2026	721-0000-202.03-05 721-0000-202.03-01 721-0000-202.03-01	082026 PAY PERIOD 082026 PAY PERIOD 082026 PAY PERIOD	CHECK #: CHECK #: CHECK #:	112 112 112	787.60 269.69 66,291.95
VENDOR TOTAL *							.00	67,349.24	
0002490 1878458 1878463	00	KPF 004098 004099	00 00 00	08/21/2026 08/21/2026	721-0000-202.03-02 721-0000-202.03-05	082026 PAY PERIOD 082026 PAY PERIOD	CHECK #: CHECK #:	113 113	44,663.88 58.45
VENDOR TOTAL *							.00	44,722.33	
0004769 I10080072574	00	KRONOS SAASHR, INC 004085	00	08/20/2026	602-1340-413.47-05	MONTHLY BILLING	EFT:	3,203.00	
VENDOR TOTAL *							.00	3,203.00	
0001103	00	KUTAK ROCK LLP							

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0001103 3792370 3792365 3792368	00	KUTAK ROCK LLP 004085 004085 004085		00 08/20/2026 00 08/20/2026 00 08/20/2026	403-9100-491.75-00 403-9100-491.75-00 501-9100-491.75-00	2026B LEGAL SERVICES 2026C LEGAL SERVICES 2026A LEGAL SERVICES	EFT: EFT: EFT:	2,020.00 5,000.00 10,226.00	
VENDOR TOTAL *							.00	17,246.00	
0004949 L30488	00	LEGAL RECORD, THE 004086		00 08/20/2026	001-1150-411.47-01	PUBLICATION	EFT:	33.66	
VENDOR TOTAL *							.00	33.66	
0099999 108019	00	LIAM CHARLES MCANANY 004024		00 08/20/2026	001-0000-228.30-00	BOND REFUND	600.00		
VENDOR TOTAL *							600.00		
0005186 58267853	00	LINDE GAS & EQUIPMENT 004086		00 08/20/2026	605-3116-431.44-02	CYLINDER RENTAL	EFT:	228.06	
VENDOR TOTAL *							.00	228.06	
0099999 112130	00	MICHAEL ANTERIUS WILLIAMSON III 004026		00 08/20/2026	001-0000-228.30-00	BOND REFUND	28.00		
VENDOR TOTAL *							28.00		
0000375 26-457	00	MID-AMERICAN SIGNAL, INC. 004086		00 08/20/2026	001-3120-431.52-10	BLACK OUT SIGN	EFT:	4,472.00	
VENDOR TOTAL *							.00	4,472.00	
0005296 6431256 6431256	00	MISSIONSQUARE RETIREMENT 004100 004101		00 08/20/2026 00 08/20/2026	721-0000-202.03-04 721-0000-202.03-14	CONTRIBUTIONS CONTRIBUTIONS	CHECK #: CHECK #:	101 101	14,180.48 2,114.50
VENDOR TOTAL *							.00	16,294.98	
0000142 217114 01 217113 01	00	OLATHE WINWATER WORKS 004086 004086		00 08/20/2026 00 08/20/2026	521-4220-442.52-12 521-4230-442.52-12	BISON VALVE BOX BISON VALVE BOX	EFT: EFT:	2,850.00 2,850.00	
VENDOR TOTAL *							.00	5,700.00	
0000393 588790 588789	00	OLSSON, INC. PI0406 008835 PI0407 008971	00	08/14/2026 08/14/2026	130-3130-431.62-04 401-3130-431.62-04	PRELIMINARY DESIGN PROGRESS PAYMENT	EFT: EFT:	35,003.59 34,868.10	
VENDOR TOTAL *							.00	69,871.69	
0005664 7.11.26 8.5.26 8.5.26	00	ORRICK & ERSKINE LLP TRUST PI0405 009263 PI0417 009263 PI0414 009209	00	07/11/2026 08/05/2026 08/05/2026	117-3130-431.62-04 117-3130-431.62-04 130-3130-431.62-04	EASEMENT PAYMENTS EASEMENT PAYMENTS EASEMENT PAYMENTS	EFT: EFT: EFT:	4,410.00 2,880.00 25,950.00	
VENDOR TOTAL *							.00	33,240.00	
0004985 8.5.26	00	ORRICK & ERSKINE, LLP PI0410 009111	00	08/05/2026	130-3130-431.62-04	RECORDING FEES	EFT:	385.00	
VENDOR TOTAL *							.00	385.00	
0005248	00	OTTAWA COOP 48430							

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005248	00	OTTAWA COOP	48430					
099074		004086	00	08/20/2026	001-3120-431.52-09	DIESEL FUEL	EFT:	330.00
099100		004086	00	08/20/2026	001-3120-431.52-09	DIESEL FUEL	EFT:	330.01
099128		004086	00	08/20/2026	001-3120-431.52-09	DIESEL FUEL	EFT:	322.00
VENDOR TOTAL *							.00	982.01
0001569	00	PAYCOR, INC						
INV07377735		004102	00	08/19/2026	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107
VENDOR TOTAL *							.00	1,187.21
0000145	00	PEPSI-COLA						
23033104		004086	00	08/20/2026	001-6130-461.52-15	CONCESSIONS	EFT:	71.94
24942103		004086	00	08/20/2026	001-6130-461.52-15	CONCESSIONS	EFT:	475.10
VENDOR TOTAL *							.00	547.04
0004385	00	POMP'S TIRE SERVICE, INC.						
1180114556		004086	00	08/20/2026	605-3116-431.43-02	TIRES #571	EFT:	1,761.20
1180114478		004086	00	08/20/2026	605-3116-431.43-02	TIRES #522 LOADER	EFT:	4,045.06
VENDOR TOTAL *							.00	5,806.26
0005456	00	PVS DX INC						
817001917-26		004086	00	08/20/2026	521-4220-442.52-13	CHLORINE	EFT:	2,340.40
VENDOR TOTAL *							.00	2,340.40
0004321	00	SITEONE LANDSCAPE SUPPLY, LLC						
169526596-001		004087	00	08/20/2026	001-6120-461.52-01	WEED KILLER	EFT:	73.72
VENDOR TOTAL *							.00	73.72
0000456	00	SMITH & LOVELESS, INC.						
204984		004086	00	08/20/2026	531-4320-443.52-12	PUMP VAC, PINS, BUSHINGS	EFT:	772.96
VENDOR TOTAL *							.00	772.96
0000553	00	SPECIAL OLYMPICS KANSAS						
1623		004086	00	08/20/2026	702-6110-461.54-52	26 STATE SWIMMING	EFT:	140.00
1579		004086	00	08/20/2026	702-6110-461.54-52	26 STATE BOWLING	EFT:	80.00
VENDOR TOTAL *							.00	220.00
0001566	00	STAPLES BUSINESS ADVANTAGE						
6070562612		004087	00	08/20/2026	001-1140-411.52-20	PAPER	EFT:	40.21
6070562613		004087	00	08/20/2026	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	72.42
VENDOR TOTAL *							.00	112.63
0005195	00	STERICYCLE						
8015029280		004087	00	08/20/2026	001-2110-421.31-15	MONTHLY SHREDDING	EFT:	156.21
VENDOR TOTAL *							.00	156.21
0005671	00	STREETSCAN USA INC.						
INV-00000891		PI0403 009229	00	07/31/2026	117-3130-431.31-15	PAVEMENT DATA COLLECTION	EFT:	82,994.00
VENDOR TOTAL *							.00	82,994.00
0004482	00	SUPERION, LLC						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0004482 470145	00	SUPERION, LLC PI0408 009058	00	08/14/2026	001-1120-411.47-05	EAM MIGRATION TO CLOUD	EFT:	5,740.00
VENDOR TOTAL *							.00	5,740.00
0005617 11324	00	TRACWIRE, INC 004087	00	08/20/2026	001-2110-421.47-05	FIELD TRAINING SOFTWARE	EFT:	3,380.00
VENDOR TOTAL *							.00	3,380.00
0005654 862A2F38	00	UNIVERSITY OF KANSAS - KLETC 004088	00	08/20/2026	001-2110-421.46-01	KLEAP ANNUAL FEES	EFT:	500.00
VENDOR TOTAL *							.00	500.00
0000026 825178	00	USIC LOCATING SERVICES 004088	00	08/20/2026	001-3120-431.31-15	LOCATES	EFT:	4,455.81
825181		004088	00	08/20/2026	001-3120-431.31-15	LOCATES	EFT:	163.90
825178		004088	00	08/20/2026	501-4130-441.40-06	LOCATES	EFT:	4,455.82
825178		004088	00	08/20/2026	521-4230-442.40-06	LOCATES	EFT:	4,455.81
825179		004088	00	08/20/2026	531-4320-443.31-15	LOCATES	EFT:	213.07
825178		004088	00	08/20/2026	531-4330-443.40-06	LOCATES	EFT:	4,455.81
VENDOR TOTAL *							.00	18,200.22
0000366 08152026STM	00	WARDROBE CLEANERS INC. 004088	00	08/20/2026	001-2120-421.42-02	DRY CLEANING	235.00	
VENDOR TOTAL *							235.00	
0003221 114410776	00	WEX BANK 004088	00	08/20/2026	501-4120-441.52-09	FUEL	EFT:	430.90
114410776		004088	00	08/20/2026	501-4130-441.52-09	FUEL	EFT:	2,722.97
114410776		004088	00	08/20/2026	521-4220-442.52-09	FUEL	EFT:	811.24
114410776		004088	00	08/20/2026	521-4230-442.52-09	FUEL	EFT:	2,465.95
114410776		004088	00	08/20/2026	531-4320-443.52-09	FUEL	EFT:	1,306.23
114410776		004088	00	08/20/2026	531-4330-443.52-09	FUEL	EFT:	312.54
VENDOR TOTAL *							.00	8,049.83
0003878 8845	00	YATES ELECTRIC CO. INC. 004088	00	08/20/2026	001-6130-461.31-15	ELECTRIC REPAIRS	EFT:	1,853.24
8908		004088	00	08/20/2026	531-4320-443.43-02	FUSE/PUMP REPAIR	EFT:	3,912.29
VENDOR TOTAL *							.00	5,765.53
HAND ISSUED TOTAL ***								146,856.74
EFT/EPAY TOTAL ***								574,851.83
TOTAL EXPENDITURES *****							326,854.03	721,708.57
GRAND TOTAL *****								1,048,562.60

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004999 82721	00	AMERICAN FIDELITY ADMIN SERVICES 004421	00	08/27/2026	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	1,463.85
						VENDOR TOTAL *	.00	1,463.85
0000566 142518	00	AMERICAN TOPSOIL, INC. 004422	00	08/27/2026	521-4230-442.52-12	DIRT	EFT:	246.00
						VENDOR TOTAL *	.00	246.00
0099999 114822	00	ANDREW DAWN 004423	00	08/27/2026	001-0000-228.30-00	BOND REFUND	250.00	
						VENDOR TOTAL *	250.00	
0001986 6876129-00 6850237-00	00	ANIXTER, INC. 004424 PI0427 009253	00 00	08/27/2026 08/14/2026	501-4130-441.52-31 501-4130-441.52-31	BURNDY COPPER CRIMPS 15 KVA TRANSFORMER	EFT: EFT:	755.38 2,845.93
						VENDOR TOTAL *	.00	3,601.31
0000058 7589-08162026 7589-08162026 7589-08162026 7589-08162026	00	ANSWER KANSAS CITY, LTD. INC. 004425 004425 004425 004425	00 00 00 00	08/27/2026 08/27/2026 08/27/2026 08/27/2026	001-3120-431.31-15 501-4110-441.40-03 521-4230-442.31-15 531-4330-443.31-15	ANSWERING SERVICE - PW ANSWERING SERVICE - ELEC ANSWERING SERVICE - LMW ANSWERING SERVICE - LMWW	EFT: EFT: EFT: EFT:	90.53 90.54 90.53 90.53
						VENDOR TOTAL *	.00	362.13
0000250 163904 163972 163992 164014 164027 164052 164081 164140	00	ASPHALT SALES COMPANY 004425 004425 004425 004425 004426 004426 004426 004426	00 00 00 00 00 00 00 00	08/27/2026 08/27/2026 08/27/2026 08/27/2026 08/27/2026 08/27/2026 08/27/2026 08/27/2026	117-3120-431.43-06 117-3120-431.43-06 117-3120-431.43-06 117-3120-431.43-06 117-3120-431.43-06 117-3120-431.43-06 117-3120-431.43-06 117-3120-431.43-06	ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT ASPHALT	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	391.62 632.57 484.34 630.13 735.05 381.86 482.51 257.42
						VENDOR TOTAL *	.00	3,995.50
0005418 BTMA-10000141 BTMA-10000141 BTMA-10000141	00	BAKER TILLY MUNICIPAL ADVISORS, LLC 004426 004426 004426	00 00 00	08/27/2026 08/27/2026 08/27/2026	403-9100-491.75-00 403-9100-491.75-00 501-9100-491.75-00	2026 B COI 2026 C COI 2026 A COI	EFT: EFT: EFT:	11,037.50 10,550.00 28,845.00
						VENDOR TOTAL *	.00	50,432.50
0004675 932911135	00	BORDER STATES INDUSTRIES INC PI0426 009246	00	08/04/2026	501-4130-441.52-31	INSULATING CAPS	EFT:	6,130.60
						VENDOR TOTAL *	.00	6,130.60
0005293 405001444610	00	BRIGHTSPEED 004430	00	08/27/2026	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,666.19
						VENDOR TOTAL *	.00	1,666.19
0004379	00	C&B EQUIPMENT MIDWEST						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004379 21078-00	00	C&B EQUIPMENT MIDWEST 004427	00	08/27/2026	531-4320-443.43-02	FLYGT PUMP REPAIR & TEST	EFT:	130.00
VENDOR TOTAL *							.00	130.00
0005609 4279438435	00	CINTAS CORPORATION 2 004427	00	08/27/2026	603-3150-431.42-01	CITY HALL RUG RENTAL	33.07	
8408552807		004427	00	08/27/2026	603-3150-431.42-01	HILLSDALE RUG RENTAL	58.77	
8408552807		004428	00	08/27/2026	603-3150-431.42-01	SENIOR CENTER RUG RENTAL	12.50	
8408552807		004428	00	08/27/2026	603-3150-431.42-01	JUSTICE CENTER RUG RENTAL	40.14	
4208158366		004433	00	08/27/2026	603-3150-431.42-01	RUG RENTAL	33.07	
VENDOR TOTAL *							177.55	
0005405 286557	00	CLARK'S TOOL & EQUIPMENT 004427	00	08/27/2026	501-4130-441.52-02	RACHET, SCREWDRIVER, &	EFT:	397.85
VENDOR TOTAL *							.00	397.85
0000069 820981	00	COLEMAN EQUIPMENT, INC. 004440	00	08/27/2026	605-3116-431.52-05	CAP, FUEL 572	EFT:	41.29
820982		004440	00	08/27/2026	605-3116-431.52-05	350 MAG TIRE	EFT:	357.18
VENDOR TOTAL *							.00	398.47
0005556 3588-1329673	00	CONSOLIDATED ELECTRICAL DISTRIB 004428	00	08/27/2026	521-4220-442.52-12	SCADA - ANALOG INPUT CARD	EFT:	685.04
VENDOR TOTAL *							.00	685.04
0005445 82961136	00	CORPORATE HEALTH 004428	00	08/27/2026	601-1230-412.31-15	PHYSICALS	1,038.00	
VENDOR TOTAL *							1,038.00	
0003716 DP2603749	00	DATAPROSE 004431	00	08/27/2026	604-1320-413.31-15	MONTHLY BILLING JULY 2026	EFT:	11,269.03
VENDOR TOTAL *							.00	11,269.03
0001557 215491	00	DATCO, INC 004433	00	08/27/2026	001-2120-421.53-02	UNIFORM	58.00	
VENDOR TOTAL *							58.00	
0004998 1043667	00	DELTA DENTAL OF KANSAS 004433	00	08/27/2026	001-1120-411.21-01	MONTHLY BILLING	EFT:	319.70
1043667		004433	00	08/27/2026	001-1140-411.21-01	MONTHLY BILLING	EFT:	127.88
1043667		004433	00	08/27/2026	001-1150-411.21-01	MONTHLY BILLING	EFT:	63.94
1043667		004433	00	08/27/2026	001-1305-413.21-01	MONTHLY BILLING	EFT:	63.94
1043667		004433	00	08/27/2026	001-1310-413.21-01	MONTHLY BILLING	EFT:	230.08
1043667		004433	00	08/27/2026	001-1330-413.21-01	MONTHLY BILLING	EFT:	127.88
1043667		004434	00	08/27/2026	001-2110-421.21-01	MONTHLY BILLING	EFT:	409.32
1043667		004434	00	08/27/2026	001-2120-421.21-01	MONTHLY BILLING	EFT:	1,471.66
1043667		004434	00	08/27/2026	001-2130-421.21-01	MONTHLY BILLING	EFT:	63.94
1043667		004434	00	08/27/2026	001-3120-431.21-01	MONTHLY BILLING	EFT:	460.68
1043667		004434	00	08/27/2026	001-3130-431.21-01	MONTHLY BILLING	EFT:	307.12
1043667		004434	00	08/27/2026	001-6105-461.21-01	MONTHLY BILLING	EFT:	307.12

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004998	00	DELTA DENTAL OF KANSAS						
1043667		004434	00	08/27/2026	001-6120-461.21-01	MONTHLY BILLING	EFT:	332.80
1043667		004434	00	08/27/2026	001-7110-471.21-01	MONTHLY BILLING	EFT:	268.86
1043667		004434	00	08/27/2026	001-7120-471.21-01	MONTHLY BILLING	EFT:	51.36
1043667		004434	00	08/27/2026	501-4110-441.21-01	MONTHLY BILLING	EFT:	217.50
1043667		004434	00	08/27/2026	501-4120-441.21-01	MONTHLY BILLING	EFT:	51.36
1043667		004434	00	08/27/2026	501-4130-441.21-01	MONTHLY BILLING	EFT:	524.62
1043667		004434	00	08/27/2026	521-4220-442.21-01	MONTHLY BILLING	EFT:	307.12
1043667		004434	00	08/27/2026	521-4230-442.21-01	MONTHLY BILLING	EFT:	409.84
1043667		004434	00	08/27/2026	531-4310-443.21-01	MONTHLY BILLING	EFT:	63.94
1043667		004434	00	08/27/2026	531-4320-443.21-01	MONTHLY BILLING	EFT:	307.12
1043667		004434	00	08/27/2026	602-1340-413.21-01	MONTHLY BILLING	EFT:	217.50
1043667		004434	00	08/27/2026	603-3150-431.21-01	MONTHLY BILLING	EFT:	51.36
1043667		004433	00	08/27/2026	604-1320-413.21-01	MONTHLY BILLING	EFT:	179.24
1043667		004433	00	08/27/2026	721-0000-202.03-16	MONTHLY BILLING	EFT:	6,987.24
VENDOR TOTAL *							.00	13,923.12
0001762	00	DREXEL TECHNOLOGIES INC						
INV195715		004428	00	08/27/2026	117-3120-431.62-05	PLANROOM	EFT:	61.00
VENDOR TOTAL *							.00	61.00
0001528	00	ESRI, INC.						
900313463		PI0428 009262	00	08/18/2026	602-1340-413.47-05	SUPPLIES	EFT:	4,555.00
VENDOR TOTAL *							.00	4,555.00
0000855	00	EWING IRRIGATION PRODUCTS, INC						
31290313		004430	00	08/27/2026	001-6120-461.52-01	TURF SERVICE PROGRAM	EFT:	268.16
VENDOR TOTAL *							.00	268.16
0004996	00	FLEX MADE EASY						
08202026		004433	00	08/27/2026	721-0000-202.03-11	CONTRIBUTIONS	EFT:	2,795.84
VENDOR TOTAL *							.00	2,795.84
0000433	00	GARDNER CHAMBER OF COMMERCE						
9755		PI0418 009265	00	06/16/2026	105-1120-411.31-15	GARDNER CHAMBER OF COMM	EFT:	25,000.00
VENDOR TOTAL *							.00	25,000.00
0000092	00	GEORGE BUTLER ASSOC., INC.						
94603		PI0424 009120	00	08/10/2026	531-4340-443.62-10	CEDAR NILES LIFT WW8013	8,740.40	
VENDOR TOTAL *							8,740.40	
0005601	00	GFT INFRASTRUCTURE						
5014395		PI0423 009008	00	08/24/2026	130-3120-431.31-15	MOONLIGHT RD GRADE SEP	EFT:	38,555.16
VENDOR TOTAL *							.00	38,555.16
0099999	00	GIRON, YOVANY						
000068957		UT	00	08/25/2026	501-0000-229.00-00	MANUAL CHECK	42.93	
VENDOR TOTAL *							42.93	
0000095	00	GRAYBAR						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000095 9354168083	00	GRAYBAR 004428	00	08/27/2026	501-4130-441.52-31	GROUND RODS	EFT:	189.30
VENDOR TOTAL *							.00	189.30
0001840 INV1095927	00	GT DISTRIBUTORS INC 004428	00	08/27/2026	001-2110-421.53-02	BLACKHAWK SERP	EFT:	50.56
UNIV0105053		004428	00	08/27/2026	001-2110-421.53-02	STRYKE PDU TWILL	EFT:	85.50
UNIV0105052		004428	00	08/27/2026	001-2110-421.53-02	NAME BAR & DUTY BELT	EFT:	15.99
UNIV0105054		004428	00	08/27/2026	001-2110-421.53-02	UNIFORM	EFT:	1,181.84
UNIV0105808		004433	00	08/27/2026	001-2120-421.53-02	UNIFORM	EFT:	42.00
VENDOR TOTAL *							.00	1,375.89
0005512 1500925205	00	HOLLIDAY SAND-APAC 004428	00	08/27/2026	001-3120-431.47-38	SPOILS	EFT:	336.00
1500924478		004428	00	08/27/2026	001-3120-431.47-38	SPOILS	EFT:	252.00
VENDOR TOTAL *							.00	588.00
0005013 W723163	00	HSA BANK 004435	00	08/27/2026	001-1140-411.31-15	HSA SERVICE FEE	CHECK #:	131 120.75
VENDOR TOTAL *							.00	120.75
0000108 19227003	00	K.C. BOBCAT INC 004428	00	08/27/2026	521-4230-442.44-02	BRUSHCAT RENTAL	748.20	
19226529		004428	00	08/27/2026	605-3116-431.52-05	DOOR ASSEMBLY 536	1,518.03	
VENDOR TOTAL *							2,266.23	
0003056 C20 1721-01-926004435	00	KANSAS DEPT OF HEALTH&ENVIRONMENT 004435	00	08/31/2026	531-9100-491.71-01	BULL CREEK	CHECK #:	110 89,274.97
C20 1721-01-926004435		004435	00	08/31/2026	531-9100-491.71-02	BULL CREEK	CHECK #:	110 3,256.67
C20 1721-01-926004435		004435	00	08/31/2026	531-9100-491.71-03	BULL CREEK	CHECK #:	110 339.24
C20 1956-01-926004436		004436	00	08/31/2026	531-9100-491.71-01	BBCWWTP	CHECK #:	110 265,058.61
C20 1956-01-926004436		004436	00	08/31/2026	531-9100-491.71-02	BBCWWTP	CHECK #:	110 47,427.81
C20 1956-01-926004436		004436	00	08/31/2026	531-9100-491.71-03	BBCWWTP	CHECK #:	110 5,783.88
VENDOR TOTAL *							.00	411,141.18
0000300 6236-MBRT-73X2	00	KANSAS DEPT OF REVENUE 004436	00	08/25/2026	001-0000-207.20-00	JUL '26 SALES TAX	CHECK #:	103 2,249.86
6236-6FKA-MH64		004436	00	08/25/2026	501-0000-207.20-00	JUL '26 SALES TAX	CHECK #:	103 72,674.87
6236-NP2X-3B58		004436	00	08/25/2026	501-4110-441.48-02	JUL '26 USE TAX	CHECK #:	103 57.95
6236-NP2X-3B58		004436	00	08/25/2026	501-4120-441.48-02	JUL '26 USE TAX	CHECK #:	103 95.85
6236-NP2X-3B58		004436	00	08/25/2026	501-4130-441.48-02	JUL '26 USE TAX	CHECK #:	103 429.21
6236-NP2X-3B58		004436	00	08/25/2026	521-4210-442.48-02	JUL '26 USE TAX	CHECK #:	103 9.43
6236-NP2X-3B58		004436	00	08/25/2026	531-4310-443.48-02	JUL '26 USE TAX	CHECK #:	103 9.43
6236-6FKA-MH64		004436	00	08/25/2026	551-0000-207.20-00	JUL '26 SALES TAX	CHECK #:	103 401.45
6236-NP2X-3B58		004436	00	08/25/2026	603-3150-431.48-02	JUL '26 USE TAX	CHECK #:	103 17.66
6236-NP2X-3B58		004436	00	08/25/2026	604-1320-413.48-02	JUL '26 USE TAX	CHECK #:	103 966.54
VENDOR TOTAL *							.00	76,912.25
0002671 1059622 27 0726004439	00	KANSAS GAS SERVICE 004439	00	08/27/2026	001-6120-461.40-04	NATURAL GAST	205.91	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002671 1059016	00 00	KANSAS GAS SERVICE 0726004439	00	08/27/2026	551-4520-445.40-04	NATURAL GAS	101.29	
						VENDOR TOTAL *	307.20	
0005231 48212356	00	KANSAS TURNPIKE AUTHORITY 004432	00	08/27/2026	001-2120-421.46-01	TOLL FOR PD	22.76	
						VENDOR TOTAL *	22.76	
0003513 DOGW-GR-2026-0900	00 00	KMEA- DOGWOOD 004430	00	08/27/2026	501-4120-441.41-01	DOGWOOD ENERGY	EFT:	458,811.00
						VENDOR TOTAL *	.00	458,811.00
0000805 GARD-2026-07	00	KMGA GAS SUPPLY OPERATING FUND 004430	00	08/27/2026	501-4120-441.41-50	NATURAL GAS	EFT:	2,310.00
						VENDOR TOTAL *	.00	2,310.00
0004811 2026 KRPA LEAD	00	LESTER, JORDYN 004420	00	08/27/2026	001-6105-461.46-01	PER DIAM	133.00	
						VENDOR TOTAL *	133.00	
0005186 58268097	00	LINDE GAS & EQUIPMENT 004429	00	08/27/2026	001-6120-461.44-02	TORCH/WELDER	EFT:	52.45
58268096		004430	00	08/27/2026	001-6130-461.52-13	CHEMICALS	EFT:	210.44
58268095		004430	00	08/27/2026	001-6130-461.52-13	CHEMICALS	EFT:	324.50
58549766		004430	00	08/27/2026	605-3116-431.44-02	CYLINDER RENTAL	EFT:	101.39
						VENDOR TOTAL *	.00	688.78
0002979 000023159-8	00	LOCHNER, H W INC PI0419 008877	00	07/06/2026	551-4520-445.61-04	PROFESSIONAL SERVICES	EFT:	5,190.00
T00320227-9		PI0420 009022	00	07/31/2026	551-4540-445.61-01	PROFESSIONAL SERVICES	EFT:	2,695.00
						VENDOR TOTAL *	.00	7,885.00
0099999 000079365	00	M&T BANK UT	00	08/24/2026	501-0000-229.00-00	FINAL BILL REFUND	44.03	
						VENDOR TOTAL *	44.03	
0000233 18343	00	MAXIMUM LAWN CARE 004433	00	08/27/2026	001-2110-421.31-15	LAWN TREATMENT	EFT:	2,688.75
						VENDOR TOTAL *	.00	2,688.75
0000122 2718782	00	MURPHY TRACTOR & EQUIP CO. PI0421 009220	00	07/31/2026	117-3120-431.62-05	WIRTGEN	EFT:	12,000.00
						VENDOR TOTAL *	.00	12,000.00
0005663 IN0002830	00	NATIONAL SIGN COMPANY LLC 004433	00	08/27/2026	001-3120-431.52-10	SIGNS	EFT:	558.74
						VENDOR TOTAL *	.00	558.74
0004957 2026170	00	NEXGRID, LLC 004433	00	08/27/2026	501-4130-441.52-31	INTELAMETER (ELEC SMART)	EFT:	429.20

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004957 2026169	00	NEXGRID, LLC 004433	00	08/27/2026	501-4130-441.52-31	DIGI CELLULAR MODEM	EFT:	657.19
						VENDOR TOTAL *	.00	1,086.39
0099999 000071653	00	NEXPOINT SFR SPE 3 LLC UT	00	08/25/2026	501-0000-229.00-00	MANUAL CHECK	29.32	
						VENDOR TOTAL *	29.32	
0099999 000012829	00	NUNEZ, BARBARA UT	00	08/26/2026	501-0000-229.00-00	MANUAL CHECK	500.00	
						VENDOR TOTAL *	500.00	
0000142 216754 03 216418 03	00	OLATHE WINWATER WORKS 004433 004433	00	08/27/2026 08/27/2026	521-4230-442.52-31 521-4230-442.52-31	C-900 SADDLES 22 3/4 PLUG CORPS	EFT: EFT:	850.00 1,950.00
						VENDOR TOTAL *	.00	2,800.00
0000393 590442 589061	00	OLSSON, INC. PI0425 009135 PI0422 008437	00	08/24/2026 08/18/2026	401-3130-431.62-24 501-4140-441.62-15	GARDNER LAKE CONSTRUCTION SUB 1 TRANSFORMER EL4004	EFT: EFT:	2,371.13 3,637.96
						VENDOR TOTAL *	.00	6,009.09
0000256 099129 099137	00	OTTAWA COOP 48397 004433 004433	00	08/27/2026 08/27/2026	531-4320-443.52-09 531-4320-443.52-09	CARDTROL DIESEL - DYE CARDTROL DIESEL - DYE	EFT: EFT:	.40 328.24
						VENDOR TOTAL *	.00	328.64
0005219 2057583	00	POLYDYNE, INC 004433	00	08/27/2026	521-4220-442.52-13	POLYMER	EFT:	1,602.00
						VENDOR TOTAL *	.00	1,602.00
0004385 1180114829	00	POMP'S TIRE SERVICE, INC. 004433	00	08/27/2026	501-4130-441.52-04	TIRE REPAIR	EFT:	841.67
						VENDOR TOTAL *	.00	841.67
0005534 IV01305179 IV01305185	00	PYE-BARKER FIRE & SAFETY LLC 004433 004433	00	08/27/2026 08/27/2026	603-3150-431.43-01 603-3150-431.43-01	SEMI-ANNUAL HAZARD SYS SEMI-ANNUAL HAZARD SYS	EFT: EFT:	537.95 537.95
						VENDOR TOTAL *	.00	1,075.90
0099999 000041665	00	RAUSCH COLEMAN HOMES UT	00	08/26/2026	501-0000-229.00-00	MANUAL CHECK	195.09	
						VENDOR TOTAL *	195.09	
0099999 000077247	00	RIVERO, JARAMILLO, NANCY UT	00	08/24/2026	501-0000-229.00-00	FINAL BILL REFUND	10.92	
						VENDOR TOTAL *	10.92	
0005646 5510158755	00	SCHWICKERT'S TECTA AMERICA 004433	00	08/27/2026	603-3150-431.43-01	ROOF REPAIRS	EFT:	3,250.00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005646	00	SCHWICKERT'S TECTA AMERICA						
						VENDOR TOTAL *	.00	3,250.00
0099999 000069115	00	SFR ACQUISITIONS 3 LLC UT	00	08/24/2026	501-0000-229.00-00	FINAL BILL REFUND	49.21	
						VENDOR TOTAL *	49.21	
0099999 000071933	00	SISAKETH, ANOUSA UT	00	08/24/2026	501-0000-229.00-00	FINAL BILL REFUND	16.19	
						VENDOR TOTAL *	16.19	
0001566 6071101394	00	STAPLES BUSINESS ADVANTAGE 004433	00	08/27/2026	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	89.48
						VENDOR TOTAL *	.00	89.48
0099999 000078627	00	SUPERIOR BOWEN ASPHALT UT	00	08/25/2026	501-0000-229.00-00	MANUAL CHECK	118.18	
						VENDOR TOTAL *	118.18	
0005656 MCIINU00155991	00	THOMPSON SAFETY LLC 004433	00	08/27/2026	501-4120-441.31-15	FIRST AIDE CABINETS (3)	EFT:	100.00
MCIINU00155991		004433	00	08/27/2026	501-4130-441.31-15	FIRST AIDE CABINETS (3)	EFT:	100.00
MCIINU00155991		004433	00	08/27/2026	521-4230-442.31-15	FIRST AIDE CABINETS (3)	EFT:	49.98
MCIINU00155991		004433	00	08/27/2026	531-4330-443.31-15	FIRST AIDE CABINETS (3)	EFT:	49.99
						VENDOR TOTAL *	.00	299.97
0000407 406258737	00	TOMPKINS INDUSTRIES, INC. 004433	00	08/27/2026	501-4130-441.52-02	AIR HOSE FOR 1" IMPACT	EFT:	404.07
						VENDOR TOTAL *	.00	404.07
0003962 INV-17648	00	TRANSLATIONPERFECT.COM 004433	00	08/27/2026	001-2120-421.52-20	INTERPRETER	EFT:	90.00
						VENDOR TOTAL *	.00	90.00
0099999 000071901	00	TURNER. ADARIUS UT	00	08/25/2026	501-0000-229.00-00	MANUAL CHECK	37.95	
						VENDOR TOTAL *	37.95	
0099999 000074569	00	UNRUH, LEVI UT	00	08/24/2026	501-0000-229.00-00	FINAL BILL REFUND	62.59	
						VENDOR TOTAL *	62.59	
0001126 272195	00	VALIDITY SCREENING SOLUTIONS 004433	00	08/27/2026	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	869.49
						VENDOR TOTAL *	.00	869.49
0099999 000077519	00	WALLY'S MAIN STREET LIQUOR UT	00	08/24/2026	501-0000-229.00-00	FINAL BILL REFUND	572.82	
						VENDOR TOTAL *	572.82	
0003221	00	WEX BANK						

0003221	00	WEX BANK							
114499143		004438	00	08/27/2026	001-2110-421.52-09	FUEL EXPENSE	EFT:	520.82	
114499143		004437	00	08/27/2026	001-2120-421.52-09	FUEL EXPENSE	EFT:	10,062.73	
114499143		004437	00	08/27/2026	001-2120-421.43-05	FUEL EXPENSE	EFT:	2,372.89	
114499143		004437	00	08/27/2026	001-2130-421.52-09	FUEL EXPENSE	EFT:	93.08	
114499143		004437	00	08/27/2026	001-3120-431.52-09	FUEL EXPENSE	EFT:	2,390.98	
114499143		004437	00	08/27/2026	001-3130-431.52-09	FUEL EXPENSE	EFT:	636.55	
114499143		004437	00	08/27/2026	001-6120-461.52-09	FUEL EXPENSE	EFT:	3,756.18	
114499143		004437	00	08/27/2026	001-7120-471.52-09	FUEL EXPENSE	EFT:	163.75	
114499143		004437	00	08/27/2026	551-4520-445.52-09	FUEL EXPENSE	EFT:	430.13	
114499143		004437	00	08/27/2026	605-3116-431.52-09	FUEL EXPENSE	EFT:	63.49	
						VENDOR TOTAL *	.00	20,490.60	
0005391	00	WHITE CAP, LP.							
50038676257		004433	00	08/27/2026	001-6120-461.52-01	MAINTENENCE MATERIAL	EFT:	575.93	
						VENDOR TOTAL *	.00	575.93	
						HAND ISSUED TOTAL ***		488,174.18	
						EFT/EPAY TOTAL ***		692,845.44	
						TOTAL EXPENDITURES *****	14,672.37	1,181,019.62	
					GRAND TOTAL *****			1,195,691.99	

PROGRAM: GM339L

AS OF: 08/28/2026

PAYMENT DATE: 08/28/2026

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0011111	00	JACOB MARSHALL						
MOCIC CONFERENCE	004442		00	08/28/2026	001-2120-421.46-01	2026 MOCIC CONFERENCE	176.80	
VENDOR TOTAL *							176.80	
TOTAL EXPENDITURES ****							176.80	
GRAND TOTAL *****								176.80

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider an appointment to the Planning Commission

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Randy Gregorcyk to the Planning Commission with a term expiring January 21, 2029.

Background/Description of Item:

The Executive Committee interviewed candidates and recommended Randy Gregorcyk for this appointment.

Suggested Motion:

Appoint Randy Gregorcyk to serve on the Planning Commission with a term expiring January 21, 2029.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 4

MEETING DATE: SEPTEMBER 08, 2026

STAFF CONTACT: AMY NASTA, DEPUTY CITY ADMINISTRATOR

Agenda Item: Consider authorizing the renewal and upgrade of Microsoft Office GCC G5 Licensing.

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Administration, IT

Staff Recommendation:

Staff recommends authorizing the renewal of Microsoft Office Licensing with GoFullCloud

Background/Description of Item:

In 2025, the City Council approved the renewal of the City's Microsoft licensing including Microsoft's latest security features including advanced threat protection, multi-factor authentication, and real-time threat intelligence, which is designed to counteract sophisticated cyber-attacks and cyber security threats. These threats, which include but are not limited to ransomware, phishing, and AI-generated threats, pose significant risks to the City's networks and data integrity. These threats are not only becoming more frequent but also more complex, leveraging advanced technologies to bypass traditional security measures.

Increasing cybersecurity threats necessitate maintaining this previously approved strategic upgrade to our Microsoft licensing so that we can continue to fortify our defenses, protect our critical assets, and maintain the trust of our citizens and local businesses.

The renewal cost for 2026 increased by \$13,995 compared to the 2025 cost due to the 20 additional licenses obtained during the year to accommodate new hires and future growth.

An attempt was made to obtain 3 quotes, however only two partners responded. Go Full Cloud - \$123,434.83 and GFI Digital - \$148,398.80

Financial Impact:

The cost for this renewal is \$123,434.83. Funds for this software are available from the IT Budget.

Attachments included:

- Go Full Cloud quote
- GFI Digital quote

Staff Recommendation:

Authorize the renewal of Microsoft Office licensing so staff may continue to utilize Microsoft services.



GO FULL CLOUD
PO Box 812182
Boca Raton, FL 33481-2182
billing@gofullcloud.com
www.gofullcloud.com

BILL TO

Charles E Smith
City of Gardner
120 East Main Street
Gardner, KS 66030

SHIP TO

Charles E Smith
City of Gardner
120 East Main Street
Gardner, KS 66030

INVOICE # 22734

DATE 07/24/2026

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Microsoft 365 GCC G5	220	574.56	126,403.20
Microsoft 365 GCC G5	20	-	-2,968.37
Prorated credit 9/17/26 - 12/14/26		148.4186301	

9/17/26 - 9/16/27

Ways to pay

BANK

SUBTOTAL 123,434.83
TAX 0.00
TOTAL 123,434.83
BALANCE DUE **\$123,434.83**

[View and pay](#)

Remit Payment To:

Go Full Cloud
PO Box 812182
Boca Raton, FL 33481-2182



MS Licensing Request

Prepared For **City of Gardner Kansas**

For Charles Smith | csmith@gardnerkansas.gov

Prepared By Noah Roofe

www.GFIDigital.com

(314) 997-6300 ext. 5

12163 Prichard Farm Road

Maryland Heights, MO
63043

Quote: 13121

**Valid Until: Tuesday,
August 25, 2026**

We are committed to service excellence.

Our dedicated team of analysts, engineers, architects, and customer service specialists are here to help make office technology easier for you, your employees, and your team.

The licenses on this quote are for an annual commitment, with no cancellation until the renewal date. The total amount reflected on this quote is the annual minimum for the 1 year term. Licenses may be added at any time during this term.

\$148,398.80

Product	Quantity	Price	Amount
 Microsoft 365 GCC G5 (Government Community Cloud Pricing) (Annual Billing)-Per Each License.	Yearly220	\$674.54	\$148,398.80

By agreement to this quote, Client accepts and agrees to the Subscription Terms of the Microsoft Cloud Agreement located at <https://docs.microsoft.com/en-us/partner-center/agreements> ("Subscription Terms"). Client is responsible for canceling existing subscriptions that may be active with Microsoft directly or another CSP partner.

Delivery Address

120 E Main St
Gardner, Kansas 66030
United States

One Off	\$0.00
Yearly 	\$148,398.80
Shipping	\$0.00

Tax

\$0.00

Total

\$148,398.80

Accept quote

Decline quote

 **Something's not quite right**

This quote expired on Tuesday, 25 August 2026

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Managed Print

Phone: (314) 997-6300 ext. 5 Email: digitalnetorders@gfidigital.com



COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 5

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the City Administrator to execute a contract with Price Construction Management to construct the Alleyway Improvements project.

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship
Quality of Life

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the City Administrator to execute a contract with Price Construction Management to construct the Alleyway Improvements project in an amount not to exceed \$268,281.00.

Background/Description of Item:

The Alleyway Improvements project from Center Street to Elm Street will improve an existing alleyway that provides access to local businesses and serves as a designated route for trash collection. The proposed improvements will include enhanced vehicular access, a pedestrian concrete trail, stormwater infrastructure, landscaping, a trash enclosure, and pedestrian crossing improvements at Elm street. The City received 8 bids for the project, which are summarized below.

<u>Bidder</u>	<u>Total Bid</u>
Price Construction	\$268,281.00
Johnson County Heavy Contracting	\$281,931.88
Kansas Heavy Construction	\$315,304.00
Griggs & Badger Construction	\$334,392.50
Max Paving	\$334,887.50
Krete Construction	\$372,319.96
Freeman Concrete Construction	\$476,457.00
Tenoch Construction, Inc	\$519,911.00
Engineer's Estimate	\$238,845.00

Financial Impact:

The City will fund the construction of this project from the Infrastructure Special Sales Tax Fund

Attachments Included:

- Agreement

Suggested Motion:

Authorize the City Administrator to execute a contract with Price Construction Management to construct the Alleyway Improvements project in an amount not to exceed \$268,281.00.

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this ____ day of _____, 2026 by and between the City of Gardner, Kansas, [hereinafter "City"], and ____ **Price Construction Management** [hereinafter referred to as "Contractor"] for the construction of the following described work: **Alleyway Improvements, Center to Elm** known as City of Gardner Project No. **PW6037**.

RECITALS

WHEREAS, the City desires to construct and complete Project No. **PW6037**.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents (the "Contract Documents"), as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as Project No. **PW6037**, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for the **Alleyway Improvements, Center to Elm**.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

- 1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner Project No. **PW6037**. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.
- 1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.
- 1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.
- 1.3 Assigned Personnel.
- a. Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.
 - b. With respect to this Agreement, the Contractor shall employ the following key personnel: _____
 - c. In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.
 - d. The Contractor shall designate _____ as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

- e. City shall designate **Artur Graesser 913-995-0940** as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost.

2.0 Commencement of Contract Time; Notice to Proceed.

- 2.1 The Contract Time will commence on the date stated in the Notice to Proceed. No Work shall be done at the site prior to issuance of a Notice to Proceed.
- 2.2 Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates of insurance and such bonds as are required pursuant to the terms of this Agreement and the Contract Documents.
- 2.3 Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement and the Contract Documents.

3.0 Time of Performance.

- 3.1 Unless otherwise provide in this Agreement, Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement and the Contract Documents within the time specified on the Notice to Proceed. Time is of the essence.
- 3.2 Progress Schedule
Within ten (10) days after the Effective Date of this Agreement and prior to commencing the Work, Contractor shall submit to City an estimated progress schedule indicating the starting and completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.
- 3.3 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.
- 3.4 Changes in Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the

claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions, or otherwise.

3.5 Damages for City Delay. If Contractor shall be delayed at any time in the progress of the Work by any act or omission of City or by any separate contractor employed by City, and over which Contractor has no control, then the Contract Time shall be extended by written Change Order for such reasonable time as City may decide, and no adjustment shall be made in the Contract Price.

3.6 Work Stoppage. Contractor warrants to City that there will be no Work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and nonunion workforces at the Project site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, other contractors, subcontractors, City, or any other person, Contractor will, contingent upon City providing a picket free entrance, continue to perform the Work required herein without interruption or delay.

3.7 Liquidated Damages.

a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date, shall be charged against the Contractor at a rate of per the following schedule:

CONTRACT AMOUNT			LIQUIDATED DAMAGES
\$0	to	\$25,000	\$75
\$25,001	to	\$50,000	\$125
\$50,001	to	\$100,000	\$200
\$100,001	to	\$500,000	\$400
\$500,001	to	\$1,000,000	\$600
\$1,000,001	to	\$2,000,000	\$925
\$2,000,001	to	\$5,000,000	\$1,375
\$5,000,001	to	\$10,000,000	\$2,000
\$10,000,001	and	up	\$3,000

The amount shown above shall be the sum due for each 24-hour calendar day, including weekends and holidays, on the full bid price of the Contract for each day completion is not made in accordance with the project schedule. The assessed amount shall be deducted from the final invoice(s).

- b. Damages are only a reasonable estimate of City's damages due to loss of public use during any delay period.
- c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

- 4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of **\$268,281.00.**
- 4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:
 - 1) Ten (10) percent until construction is substantially complete;
 - 2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.
- 4.3 All invoices should be sent to City of Gardner, Public Works Department, 120 E. Main Street, Gardner, KS 66030 Attn: Artur Graesser
- 4.4 Right to Withhold Payment:

City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:

 - 1) Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
 - 2) Claims of third parties against City or City's property;
 - 3) Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
 - 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
 - 6) Persistent failure to carry out the Work in accordance with this Agreement;
 - 7) Damage to City or a third party to whom City is, or may be, liable; or
 - 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.0 Substantial Completion.

- 5.1 When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that the Engineer issue a

statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

- 5.2 City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but City shall allow Contractor reasonable access to complete or correct items on the Punch List.

6.0 Partial Utilization of Work by City.

Use by City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City without significant interference with Contractor's performance of the remainder of the Work shall be permitted. Such use and operation shall not constitute an acceptance of the Work, and Contractor shall be liable for defects due to faulty construction until the entire Work under this Agreement is finally accepted and for a period of two (2) years or longer thereafter as stipulated in these Contract Documents or by other law or regulation.

7.0 Completion and Final Payment.

- 7.1 Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.
- 7.2 If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.
- 7.3 The Final Payment requests shall be accompanied by all documentation called for in this Agreement and the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that

the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien.

- 7.4 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

9.0 Term of Agreement.

In the event that the Work rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the governing body of the City in the establishment of its annual budget.

10.0 Warranty and Defective or Unacceptable Work.

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the two (2) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work. If Contractor fails to remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

11.0 Suspension of Work.

City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as a result of an act or omission of Contractor including but not limited to the occurrence of any one or more of the following events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;
2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction; or
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

12.0 Termination.

12.1 Right of City to Terminate Contract.

- a. Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in this Agreement or the Contract Documents, if:
 - 12.1.a.1 the Work to be done under this Agreement shall be abandoned by Contractor; or
 - 12.1.a.2 this Contract shall be assigned by Contractor otherwise than as herein provided; or
 - 12.1.a.3 Contractor should be adjudicated to be bankrupt; or
 - 12.1.a.4 a general assignment of its assets should be made for the benefit of its creditors; or
 - 12.1.a.5 a receiver should be appointed for Contractor or any of its property; or
 - 12.1.a.6 at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor

is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or

12.1.a.7 all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended;

then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate.

- b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.
- c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
- d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to

its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

12.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

12.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days' notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

13.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

14.0 Bonds.

14.1 Contractor shall, after receiving Notice of Award and prior to commencing the Work, furnish to City a Statutory Payment Bond, Performance Bond and Maintenance Bond on forms approved by City and secured by a surety company acceptable to City. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds.

14.2 Contractor shall notify and obtain the consent and approval of Contractor's surety for all Change Orders and written amendments, if such notice is required by Contractor's surety or by law. Contractor's execution of a Change Order or written amendments to this Agreement shall constitute Contractor's warranty to City that the surety has been notified and that the surety consents to such Change Order or written amendment; accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

14.3 If Contractor's surety or any Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of

Kansas, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

15.0 Insurance.

15.1 The Contractor shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- ☐ Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- ☐ Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- ☐ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

- Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

15.2 Subcontractor's Insurance.

If a part of the Contract is to be sublet, Contractor shall either:

- 1) Cover all subcontractors in Contractor's general liability insurance policy;
- 2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor which will protect subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

15.3 The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

15.4 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;

AND

- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

15.5 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

15.6 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

16.0 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its Work hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

17.0 Nondiscrimination.

Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Contractor further agrees that the Contractor shall abide by the Kansas

Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

18.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement.

19.0 Accessibility.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

All documents prepared by Contractor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

20.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Contractor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

20.3 Maintenance of Records.

Except as otherwise authorized by the City, Contractor shall retain such documentation for a period of five (5) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this five (5) year period.

21.0 Patent Fees and Royalties.

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body,

officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

22.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

23.0 Compliance with Laws.

- 23.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- 23.2 Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

24.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty percent (50%) of the total Contract Price. The subcontracting, assignment, delegation or transfer of the Work shall in no way relieve the Contractor of its liability under this Agreement and the bonds applicable hereto.

25.0 Confidentiality.

All reports and documents prepared by Contractor in connection with the performance of this Agreement are confidential until released by City to the public. Contractor shall not make any such documents or information available to any individual or organization not employed by Contractor or City without the written consent of City before any such release.

26.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: City of Gardner
Attn: Artur Graesser
120 E. Main Street
Gardner, KS 66030

To Contractor: (Contractor Provide)

27.0 Amendments.

27.1 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

27.2 The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:

- a. Field Order;
- b. Engineer's review and approval of a Show Drawing or Sample;
- c. Engineer's written interpretation or clarification.

28.0 Waiver of Claims.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of Defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those claims previously made in writing against City by Contractor, pending at the time of final payment and identified in writing by Contractor as unsettled as of the time of request for final payment.

29.0 Remedies are not Exclusive.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties,

guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

30.0 No Third Party Beneficiaries.

City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

31.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

32.0 Titles.

The titles in this Agreement and the Contract Documents are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

33.0 Negotiations.

City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

34.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

35.0 Severability.

If any term or portion of this Agreement or the Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement and the contract Documents shall continue in full force and effect.

36.0 Authority to Enter into Agreement.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement and the Contract Documents. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

37.0 Incorporation of Appendices.

Appendix A - General Conditions, Appendix B - Special Conditions, and Appendix C - Measurement & Payment are attached hereto and made a part hereof as if fully set out herein.

38.0 Entire Agreement.

This Agreement and the Contract Documents represent the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

39.0 Governing Law and Venue.

This Agreement and the Contract Documents shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8 day of September, 2026.

CITY OF GARDNER, KANSAS

CONTRACTOR (Price Construction
Management)

James Pruetting, City Administrator

(Name, Title)

ATTEST:

APPROVED AS TO FORM:

Renee Rich, City Clerk

Ryan Denk, City Attorney

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 3

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider adopting an ordinance to condemn property through eminent domain action to construct the planned 167th Street Improvements Project.

Strategic Priority: Infrastructure and Asset Management
Promotes Economic Development

Department: Public Works

Staff Recommendation:

Staff recommends adopting an ordinance to condemn property through eminent domain action to construct the planned 167th Street Improvements Project.

Background/Description of Item:

The 167th Street Improvements Project is planned in the city's current Capital Improvement Program (PW6004). The project will improve and widen the existing roadway, requiring the acquisition of additional right-of-way and various easements from adjacent properties.

The city's property acquisition consultant has so far been unsuccessful at reaching agreements with some property owners and has recommended that the city begin eminent domain proceedings. The city will continue to negotiate and attempt to come to agreement during this process. Should agreements be unable to be reached, eminent domain action will be required for the city to obtain the necessary property to construct the project. A resolution to acquire property through eminent domain action was adopted at the August 17, 2026 Governing Body meeting as Resolution No. 2201.

Attachments included:

- Ordinance No. 2889

Suggested Motion:

Adopt Ordinance No. 2889 to condemn property through eminent domain action to construct the planned 167th Street Improvements Project.

ORDINANCE NO. 2889

AN ORDINANCE condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of 167th Street (Center Street to Moonlight Road) within Gardner, Johnson County, Kansas and directing the City Attorney to cause the initiation of eminent domain proceedings as provided by law to acquire the real property and/or real property interests described in this ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS:

The following described real property and/or real property interests are hereby condemned and appropriated to the City of Gardner, Kansas for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of 167th Street (Center Street to Moonlight Road) within Gardner, Johnson County, Kansas, to-wit:

See Exhibit A and Exhibits 3, 4, 6, 11, 12, 19, 25, 28, 31, 40, 42, 43, 44, which are attached hereto and incorporated herein by reference, for identification of the affected parcels and legal descriptions and surveys of specific property rights to be acquired;

1. It is hereby found that the costs of such project will be paid by the City of Gardner, Kansas.
2. The City Attorney is hereby ordered and directed forthwith to commence proceedings for the acquisition of the above-described real property and/or real property interests and to do and perform all things which might be necessary and required by law to acquire the aforementioned rights in and to said property.
3. This ordinance shall take effect and be in force after its passage, approval and publication.

**PASSED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS THIS
____ DAY OF _____, 2026.**

Todd Winters
Mayor

ATTEST:

Renee Rich
City Clerk

APPROVED AS TO FORM:

Ryan Denk
City Attorney

EXHIBIT A
PARCELS FROM WHICH REAL PROPERTY INTERESTS ARE TO BE ACQUIRED

Project Tract No.: 3

Property Address: No common address

Kansas Uniform Parcel ID: 046-136-13-0-30-01-002-00-0

Fee Simple Owner: Michael, Reno, Trust of the Harold J Reno Trust dated February 20, 1979

Project Tract No.: 4

Property Address: No common address

Kansas Uniform Parcel ID: 046-136-13-0-30-01-003.00-0

Fee Simple Owner: APAC-Kansas, Inc.

Project Tract No.: 6

Property Address: No common address

Kansas Uniform Parcel ID: 046-136-13-0-40-08-002.00-0

Fee Simple Owner: Sallee Real Estate Investment, LLC

Project Tract No.: 11

Property Address: 29475 W 167th St.

Kansas Uniform Parcel ID: 046-136-24-0-20-01-002.01-0

Fee Simple Owner: Gerald L. Stricker as Trustee of The Gerald L. Stricker Trust dated the 6th day of July, 1989, and Carole J. Stricker as Trustee of The Carole J. Stricker Trust dated the 6th day of July, 1989.

Project Tract No.: 12

Property Address: 866 N Juniper Ct

Kansas Uniform Parcel ID: 046-136-24-0-22-09-007.00-0

Fee Simple Owner: Michael Ambrose

Project Tract No.: 19

Property Address: 865 N Mulberry St

Kansas Uniform Parcel ID: 046-136-24-0-22-01-009.00-0

Fee Simple Owner: Emily & Michael Purinton

Project Tract No.: 25

Property Address: 524 E Bluebird St.

Kansas Uniform Parcel ID: 046-136-24-0-12-02-007.00-0

Fee Simple Owner: David & Ashley Singleton

Project Tract No.: 28

Property Address: 548 E Bluebird St

Kansas Uniform Parcel ID: 046-136-24-0-12-02-004.00-0

Fee Simple Owner: Stacy Lewis

Project Tract No.: 31

Property Address: 572 E Bluebird St

Kansas Uniform Parcel ID: 046-136-24-0-12-02-001.00-0

Fee Simple Owner: Genesis Creek HOA, Inc.

Project Tract No.: 40

Property Address: 888 N Alder St
Kansas Uniform Parcel ID: 046-136-24-0-12-11-013.00-0
Fee Simple Owner: Crystal D Grasser

Project Tract No.: 42

Property Address: 883 N Alder St
Kansas Uniform Parcel ID: 046-136-24-0-12-11-011.00-0
Fee Simple Owner: John & Lisa Hruska

Project Tract No.: 43

Property Address: 844 N Cottonwood St
Kansas Uniform Parcel ID: 046-136-24-0-10-14-001.00-0
Fee Simple Owner: Jena L Evans

Project Tract No.: 44

Property Address: 849 N Sumac St
Kansas Uniform Parcel ID: 046-136-24-0-10-14-001.00-0
Fee Simple Owner: Wade Schneider & Lindsey Camara

Project Tract No.: W

Property Address: No single common address; interest by covenant in Block 1, Lots 6 and 7 of Genesis Creek Addition No. 3, a subdivision of land in Gardner, Johnson County, Kansas; as set forth in Declaration of Covenants, Conditions and Restrictions recorded with the Johnson County Register of Deeds at Book 200312; Page 003533 and Supplemental Declaration of Covenants, Conditions and Restrictions recorded with the Johnson County Register of Deeds at Book 200609; Page 009159, as made applicable by Supplemental Declaration of Covenants, Conditions and Restrictions recorded with the Johnson County Register of Deeds at Book 200507; Page 005406

Kansas Uniform Parcel ID: Numerous
Interested Party by HOA Covenants: Genesis Creek Estates HOA, Inc.

Project Tract No.: X

Property Address: No single common address; interest by covenant in Block 1, Lot 1, 13 and 14 and Block 4, Lots 7, 8, 9 and 21 of Genesis Creek Addition No. 1, a subdivision of land in Gardner, Johnson County, Kansas; as set forth in Declaration of Covenants, Conditions and Restrictions recorded with the Johnson County Register of Deeds at Book 200312; Page 003534 and Book 200507; Page 003434.

Kansas Uniform Parcel ID: Numerous
Interested Party by HOA Covenants: Genesis Creek Estates HOA, Inc.

Project Tract No.: Y

Property Address: No single common address; interest by covenant in Block 1, Lots 1 through 9 and Block 4, Lots 8 through 14 of Genesis Creek Estates No. 1, a subdivision of land in Gardner, Johnson County, Kansas; as set forth in Declaration of Covenants, Conditions and Restrictions recorded with the Johnson County Register of Deeds at Book 200312; Page 003534.

Kansas Uniform Parcel ID: Numerous
Interested Party by HOA Covenants: Genesis Creek Estates HOA, Inc.

Project Tract No.: Z

Property Address: No single common address; interest by covenant in Block 2, Lots 11 through 13 of Genesis Creek Estates No. 3, a subdivision of land in Gardner, Johnson County, Kansas; as set forth in as set forth in Supplemental Declaration of Covenants, Conditions and Restrictions recorded with the Johnson County Register of Deeds at Book 200609; Page 009159.

Kansas Uniform Parcel ID: Numerous

Interested Party by HOA Covenants: Genesis Creek Estates HOA, Inc.

EXHIBIT "A"
(Page 1 of 2)

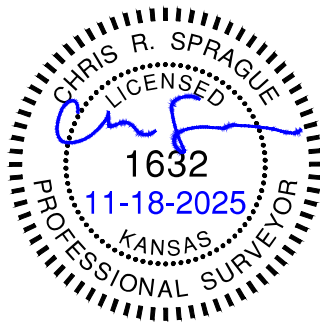
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: 2F221413-2003
Owner: Harold J. Reno Trust
Tract 3
October 15, 2025
V_EXH1_ESMTS_A2203189

Permanent Drainage Easement:

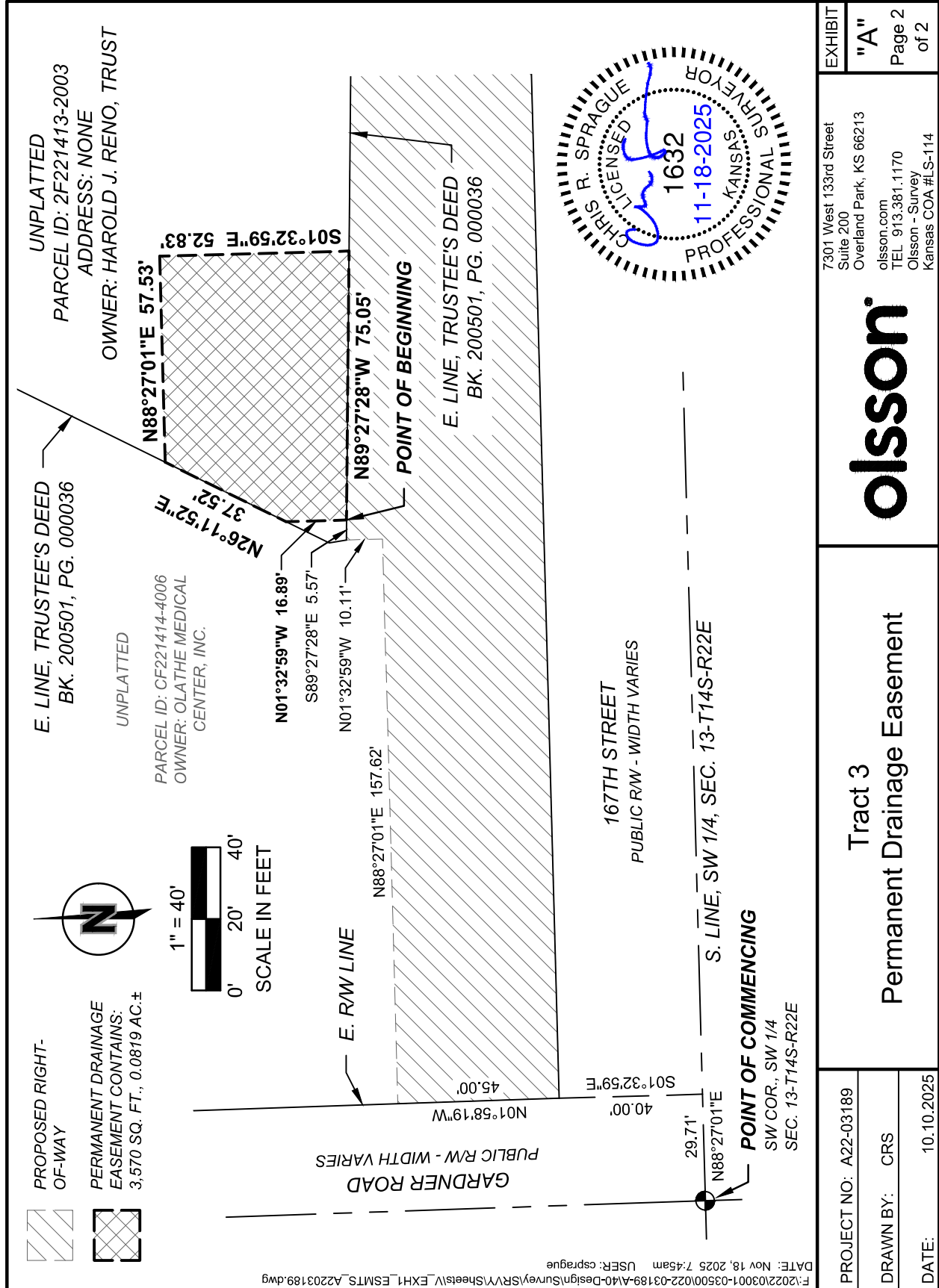
All that part of an unplatted tract of land lying in the Southwest Quarter of Section 13, Township 14 South, Range 22 East, in Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 15, 2025, as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of said Section 13; thence North 88 degrees 27 minutes 01 second East, on the South line of said Southwest Quarter, a distance of 29.71 feet to a point; thence departing said South line, North 01 degree 32 minutes 59 seconds West a distance of 40.00 feet to a point on the East right-of-way line of Gardner Road as now established; thence North 01 degree 58 minutes 19 seconds West, on said East line, a distance of 45.00 feet to a point; thence departing said East line, North 88 degrees 27 minutes 01 second East a distance of 157.62 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 10.11 feet to a point on the East line of tract of land described by Trustee's Deed, recorded in Book 200501, Page 000036; thence South 89 degrees 27 minutes 28 seconds East, on said East line, a distance of 5.57 feet to the POINT OF BEGINNING; thence departing said East line, North 01 degree 32 minutes 59 seconds West a distance of 16.89 feet to a point on said East line; thence North 26 degrees 11 minutes 52 seconds East, on said East line, a distance of 37.52 feet to a point; thence departing said East line, North 88 degrees 27 minutes 01 second East a distance of 57.53 feet to a point; thence South 01 degree 32 minutes 59 seconds East a distance of 52.83 feet to a point on said East line; thence North 89 degrees 27 minutes 28 seconds West, on said East line, a distance of 75.05 feet to the POINT OF BEGINNING, containing 3,570 Square Feet, or 0.0819 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



EVERGY EASEMENT EXHIBIT

This sketch has been prepared for easement purposes only and does not constitute a boundary survey. Distances shown hereon are ground distances, and bearings are based on NAD-83 Kansas North Zone State Plane Datum.

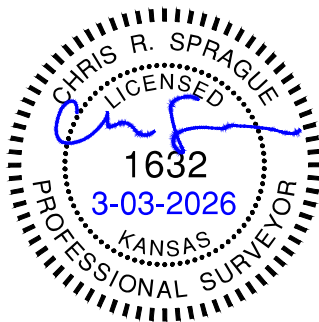
Parcel ID: 2F221413-2003

Evergy Easement Description:

All that part of an unplatted tract of land lying in the Southwest Quarter of Section 13, Township 14 South, Range 22 East, in Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on February 27, 2026, as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of said Section 13; thence North 88 degrees 27 minutes 01 second East, on the South line of said Southwest Quarter, a distance of 187.00 feet to a point; thence departing said South line, North 01 degree 32 minutes 59 seconds West a distance of 95.11 feet to a point on the North right-of-way line of 167th Street as established in Book 202510, Page 002460, said point also being on the East line of tract of land described by Trustee's Deed, recorded in Book 200501, Page 000036, the POINT OF BEGINNING; thence North 09 degrees 30 minutes 03 seconds West, departing said North line and on said East line, a distance of 4.87 feet to a point; thence North 26 degrees 11 minutes 52 seconds East, continuing on said East line, a distance of 8.57 feet to a point; thence North 89 degrees 26 minutes 46 seconds East, departing said East line, a distance of 514.48 feet to a point on the East line of the West 705.42 feet of said Southwest Quarter; thence South 01 degree 58 minutes 19 seconds East, on said East line, a distance of 11.63 feet to a point on said North right-of-way line; thence South 88 degrees 27 minutes 01 second West, departing said East line and on said North line, a distance of 294.34 feet to a point; thence North 89 degrees 27 minutes 28 seconds West, continuing on said North line, a distance of 223.61 feet to the POINT OF BEGINNING, containing 7,429 Square Feet, or 0.1705 Acres, more or less.

(As depicted on Page 2 of 2, attached and incorporated herein.)



F:\2022\03001-03500\022-03189-A\0-Design\Survey\SRVY\Sheets\V_EXH2_ESMITS_A2203189_Evergy.dwg
DATE: Mar 02, 2026 1:11pm USER: csprague

PROJECT NO: A22-03189	Evergy Easement		7301 West 133rd Street Suite 200 Overland Park, KS 66213 olsson.com TEL 913.381.1170 Olsson - Survey Kansas COA #LS-114	EXHIBIT
DRAWN BY: CRS				Page 1 of 2
DATE: 03.02.2026				

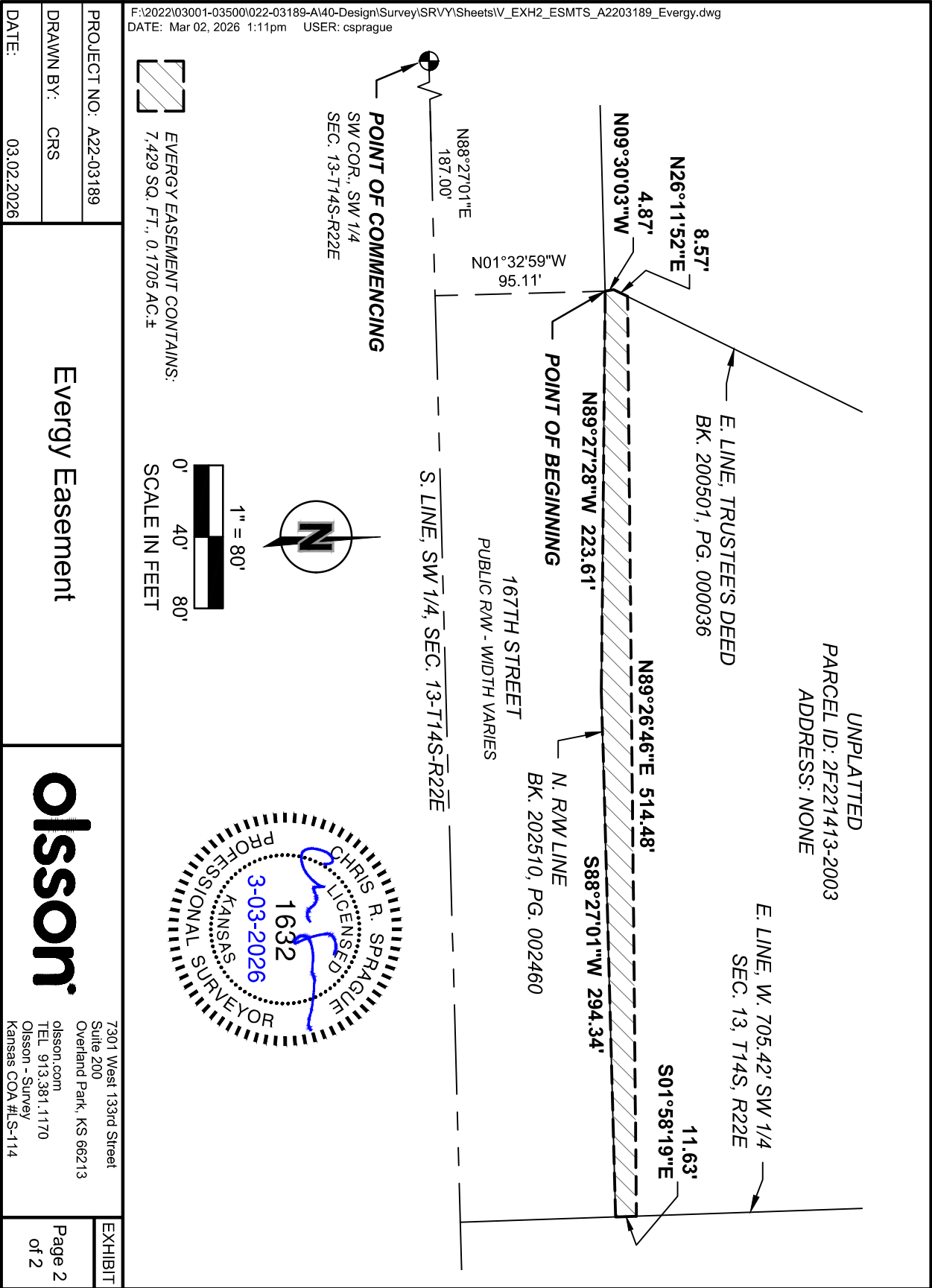
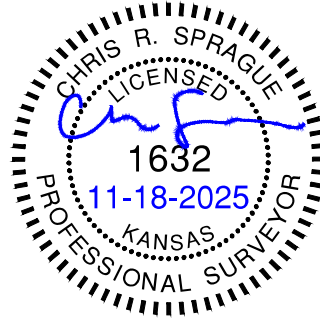


Exhibit 3, page 5

EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: 2F221413-2003
Owner: Harold J. Reno Trust
Tract 3
October 20, 2025
V_EXH1_ESMTS_A2203189



Temporary Construction Easement:

All that part of an unplatted tract of land lying in the Southwest Quarter of Section 13, Township 14 South, Range 22 East, in Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 20, 2025, as follows:

COMMENCING 1 at the Southwest corner of the Southwest Quarter of said Section 13; thence North 88 degrees 27 minutes 01 second East, on the South line of said Southwest Quarter, a distance of 29.71 feet to a point; thence departing said South line, North 01 degree 32 minutes 59 seconds West a distance of 40.00 feet to a point on the East right-of-way line of Gardner Road as now established; thence North 01 degree 58 minutes 19 seconds West, on said East line, a distance of 45.00 feet to a point; thence departing said East line, North 88 degrees 27 minutes 01 second East a distance of 157.62 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 10.11 feet to a point on the East line of tract of land described by Trustee's Deed, recorded in Book 200501, Page 000036; thence South 89 degrees 27 minutes 28 seconds East, on said East line, a distance of 80.62 feet to the POINT OF BEGINNING 1; thence departing said East line, North 01 degree 32 minutes 59 seconds West a distance of 15.01 feet to a point hereinafter referred to as Point "A"; thence South 89 degrees 27 minutes 28 seconds East a distance of 85.00 feet to a point; thence South 00 degrees 32 minutes 32 seconds West a distance of 15.00 feet to a point on said East line; thence North 89 degrees 27 minutes 28 seconds West, on said East line, a distance of 84.45 feet to the POINT OF BEGINNING 1, containing 1,271 Square Feet, or 0.0292 Acres, more or less.

And also...

COMMENCING 2 at the aforementioned Point "A"; thence North 01 degree 32 minutes 59 seconds West a distance of 37.82 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 23.63 feet to the POINT OF BEGINNING 2; thence continuing South 88 degrees 27 minutes 01 second West a distance of 33.90 feet to a point on said East line of said Trustee's Deed; thence North 26 degrees 11 minutes 52 seconds East, on said East line, a distance of 59.32 feet to a point; thence departing said East line, South 63 degrees 48 minutes 08 seconds East a distance of 30.00 feet to a point; thence South 26 degrees 11 minutes 52 seconds West a distance of 43.53 feet to the POINT OF BEGINNING 2, containing 1,543 Square Feet, or 0.0354 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)

The above-described easements contain an aggregate total of 2,814 Square Feet or 0.0646 Acres, more or less.

Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

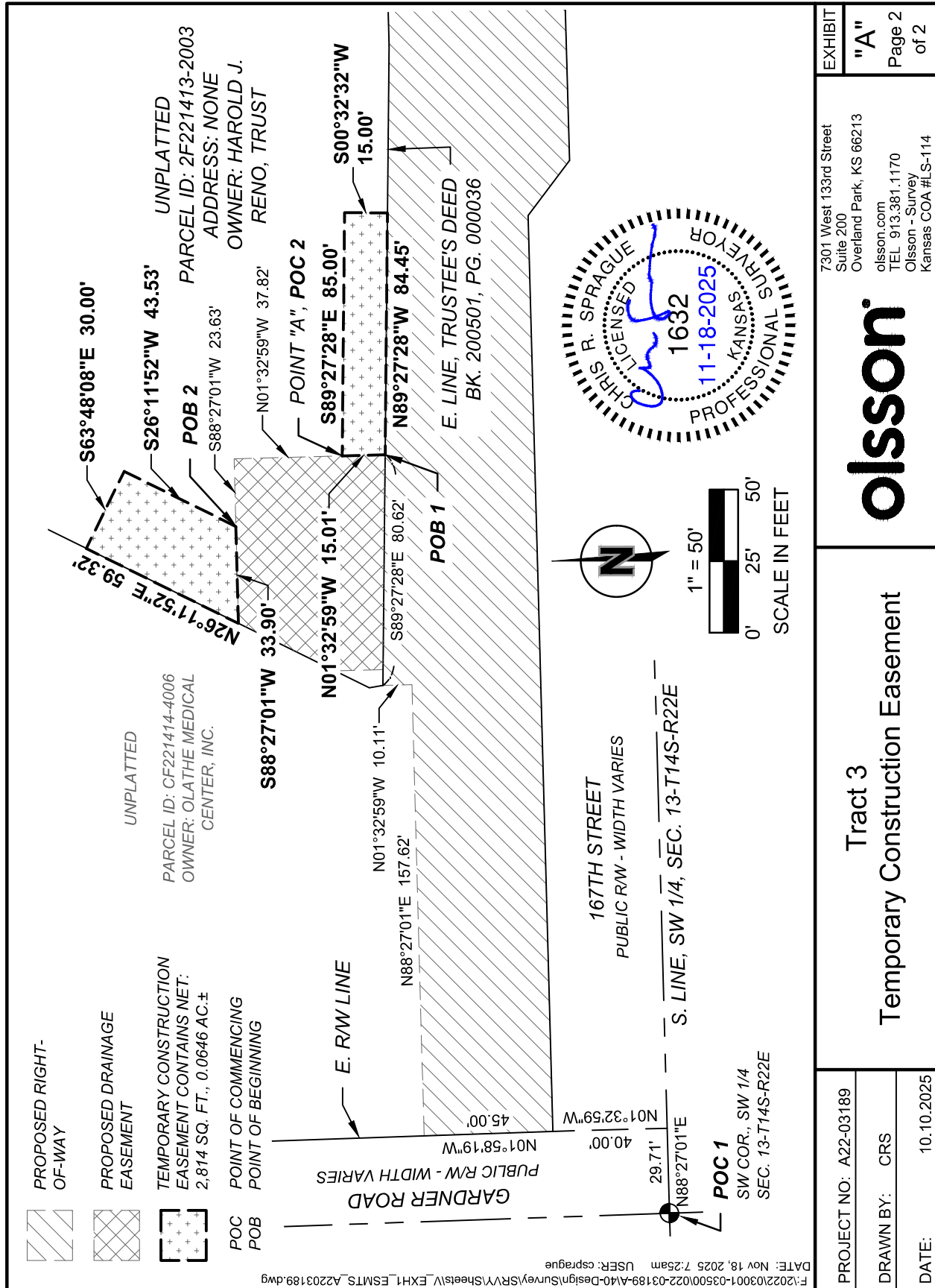


Exhibit 4, page 1

EXHIBIT "A"
(Page 1 of 2)

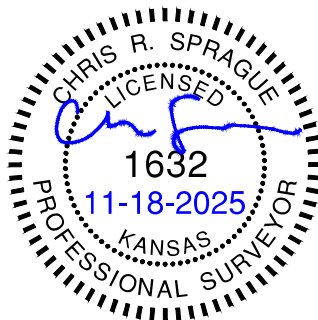
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: 2F221413-2002
Owner: APAC-KANSAS, INC.
Tract 4
October 15, 2025
V_EXH1_ESMTS_A2203189

Permanent Right-of-Way:

All that part of an unplatted tract of land lying in the Southwest Quarter of Section 13, Township 14 South, Range 22 East, in Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 15, 2025, as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of said Section 13; thence North 01 degree 32 minutes 31 seconds West, on the East line of said Southwest Quarter, a distance of 40.00 feet to a point on the North right-of-way line of 167th Street as now established, the POINT OF BEGINNING; thence South 88 degrees 27 minutes 01 second West, on said North line, a distance of 609.44 feet to a point on the North right-of-way line of said 167th Street as established in Book 4864, Page 338; thence on said North line the following five (5) courses: North 01 degree 32 minutes 31 seconds West, a distance of 15.00 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 290.00 feet to a point; thence South 01 degree 32 minutes 31 seconds East a distance of 15.00 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 150.00 feet to a point; thence South 01 degree 32 minutes 31 seconds East a distance of 15.00 feet to a point on the North right-of-way line of said 167th Street as now established; thence South 88 degrees 27 minutes 01 second West, on said North line, a distance of 862.76 feet to a point on the East line of the West 705.42 feet of said Southwest Quarter; thence North 01 degree 58 minutes 19 seconds West, on said East line, a distance of 52.02 feet to a point; thence departing said East line, North 89 degrees 43 minutes 24 seconds East a distance of 316.01 feet to a point; thence North 88 degrees 27 minutes 01 second East a distance of 1596.65 feet to a point on the East line of said Southwest Quarter; thence South 01 degree 32 minutes 31 seconds East, on said East line, a distance of 30.00 feet to the POINT OF BEGINNING, containing 67,074 Square Feet, or 1.5398 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

Exhibit 4, page 3

EXHIBIT "A"
(Page 1 of 2)

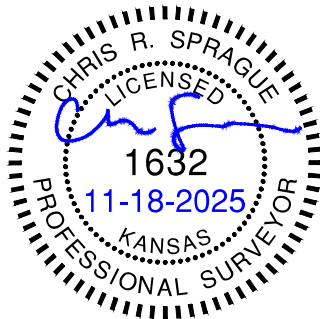
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: 2F221413-2002
Owner: APAC-KANSAS, INC.
Tract 4
October 20, 2025
V_EXH1_ESMTS_A2203189

Permanent Drainage Easement:

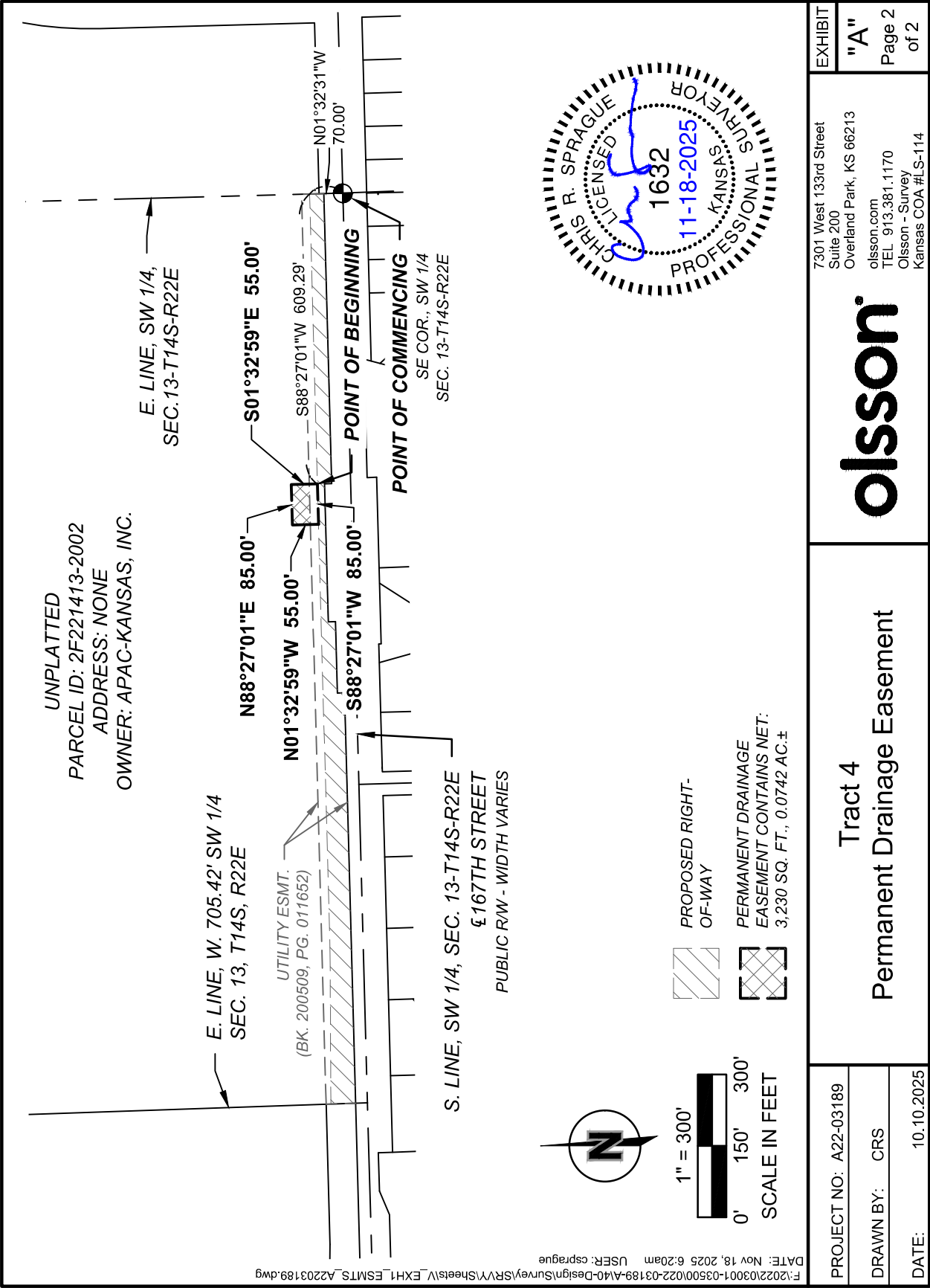
All that part of an unplatted tract of land lying in the Southwest Quarter of Section 13, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 20, 2025, as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of said Section 13; thence North 01 degree 32 minutes 31 seconds West, on the East line of said Southwest Quarter, a distance of 70.00 feet to a point; thence departing said East line, South 88 degrees 27 minutes 01 second West a distance of 609.29 feet to the POINT OF BEGINNING; thence continuing South 88 degrees 27 minutes 01 second West a distance of 85.00 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 55.00 feet to a point; thence North 88 degrees 27 minutes 01 second East a distance of 85.00 feet to a point; thence South 01 degree 32 minutes 59 seconds East a distance of 55.00 feet to the POINT OF BEGINNING, LESS AND EXCEPT 1,445 Square Feet or 0.0332 Acres, more or less, lying in Permanent Utility Easement as established in Book 200509, Page 011652, containing a net of 3,230 Square Feet, or 0.0742 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



EVERGY EASEMENT EXHIBIT

This sketch has been prepared for easement purposes only and does not constitute a boundary survey. Distances shown hereon are ground distances, and bearings are based on NAD-83 Kansas North Zone State Plane Datum.

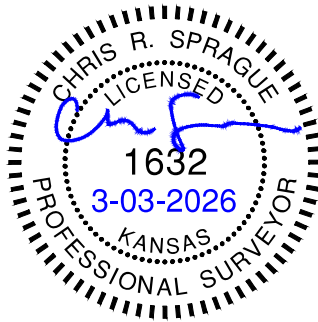
Parcel ID: 2F221413-2002

Evergy Easement Description:

All that part of an unplatted tract of land lying in the Southwest Quarter of Section 13, Township 14 South, Range 22 East, in Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on March 2, 2026, as follows:

COMMENCING at the Southeast corner of the Southwest Quarter of said Section 13; thence North 01 degree 32 minutes 31 seconds West, on the East line of said Southwest Quarter, a distance of 83.42 feet the POINT OF BEGINNING; thence South 88 degrees 27 minutes 17 seconds West a distance of 1912.63 feet to a point on the East line of the West 705.42 feet of said Southwest Quarter; thence North 01 degree 58 minutes 19 seconds West, on said East line, a distance of 15.00 feet to a point; thence North 88 degrees 27 minutes 17 seconds East, departing said East line, a distance of 1912.75 feet to a point on the East line of said Southwest Quarter; thence South 01 degree 32 minutes 31 seconds East, on said East line, a distance of 15.00 feet to the POINT OF BEGINNING, containing 28,690 Square Feet, or 0.6586 Acres, more or less.

(As depicted on Page 2 of 2, attached and incorporated herein.)



F:\2022\03001-03500\022-03189-A\40-Design\Survey\SRVY\Sheets\V_EXH2_ESMITS_A2203189_Evergy.dwg
DATE: Mar 02, 2026 1:11pm USER: csprague

PROJECT NO: A22-03189	Evergy Easement	olsson	7301 West 133rd Street Suite 200 Overland Park, KS 66213 olsson.com TEL 913.381.1170 Olsson - Survey Kansas COA #LS-114	EXHIBIT
DRAWN BY: CRS				Page 1 of 2
DATE: 03.02.2026				

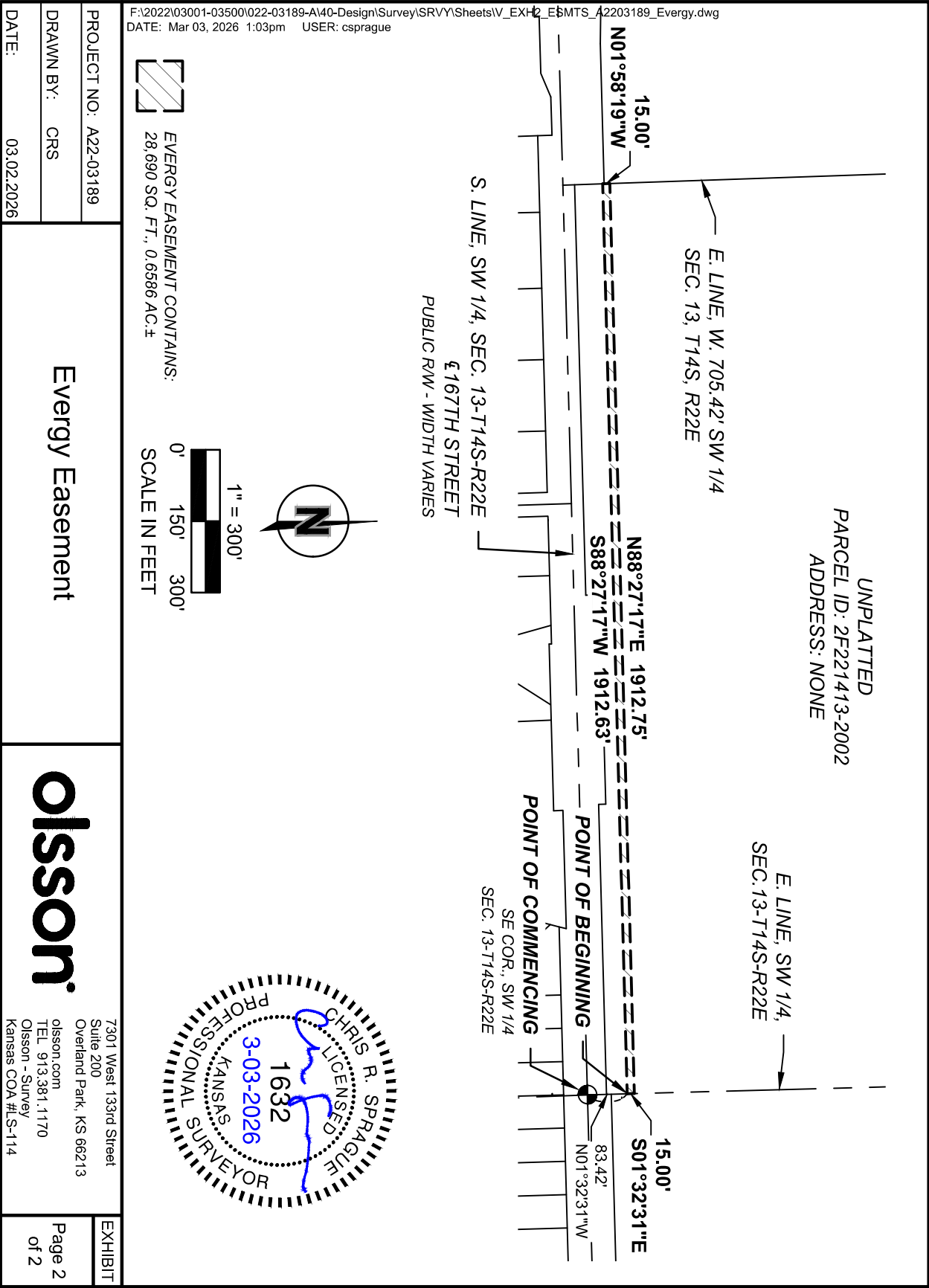
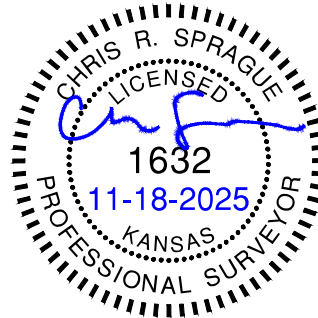


Exhibit 4, page 7

EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: 2F221413-2002
Owner: APAC-KANSAS, INC.
Tract 4
October 20, 2025
V_EXH1_ESMTS_A2203189



Temporary Construction Easement:

All that part of an unplatted tract of land lying in the Southwest Quarter of Section 13, Township 14 South, Range 22 East, in Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 20, 2025, as follows:

COMMENCING 1 at the Southeast corner of the Southwest Quarter of said Section 13; thence North 01 degree 32 minutes 31 seconds West, on the East line of said Southwest Quarter, a distance of 70.00 feet to a point; thence departing said East line, South 88 degrees 27 minutes 01 second West a distance of 374.29 feet to the POINT OF BEGINNING 1; thence continuing South 88 degrees 27 minutes 01 second West a distance of 235.00 feet to a point hereinafter referred to as Point "A"; thence North 01 degree 32 minutes 59 seconds West a distance of 15.00 feet to a point; thence North 88 degrees 27 minutes 01 second East a distance of 235.00 feet to a point; thence South 01 degree 32 minutes 59 seconds East a distance of 15.00 feet to the POINT OF BEGINNING 1, containing 3,525 Square Feet, or 0.0809 Acres, more or less.

And also...

COMMENCING 2 at the aforementioned Point "A"; thence South 88 degrees 27 minutes 01 second West a distance of 479.18 feet to the POINT OF BEGINNING 2; thence continuing South 88 degrees 27 minutes 01 second West a distance of 200.00 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 5.00 feet to a point; thence North 88 degrees 27 minutes 01 second East a distance of 200.00 feet to a point; thence South 01 degree 32 minutes 59 seconds East a distance of 5.00 feet to the POINT OF BEGINNING 2, containing 1,000 Square Feet, or 0.0230 Acres, more or less.

And also...

COMMENCING 3 at the aforementioned Point "A"; thence North 01 degree 32 minutes 59 seconds West a distance of 55.00 feet to the POINT OF BEGINNING 3; thence South 88 degrees 27 minutes 01 second West a distance of 85.00 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 10.00 feet to a point; thence North 88 degrees 27 minutes 01 second East a distance of 85.00 feet to a point; thence South 01 degree 32 minutes 59 seconds East a distance of 10.00 feet to the POINT OF BEGINNING 3, containing 850 Square Feet, or 0.0195 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)

The above-described easements contain an aggregate total of 5,375 Square Feet or 0.1234 Acres, more or less.

Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

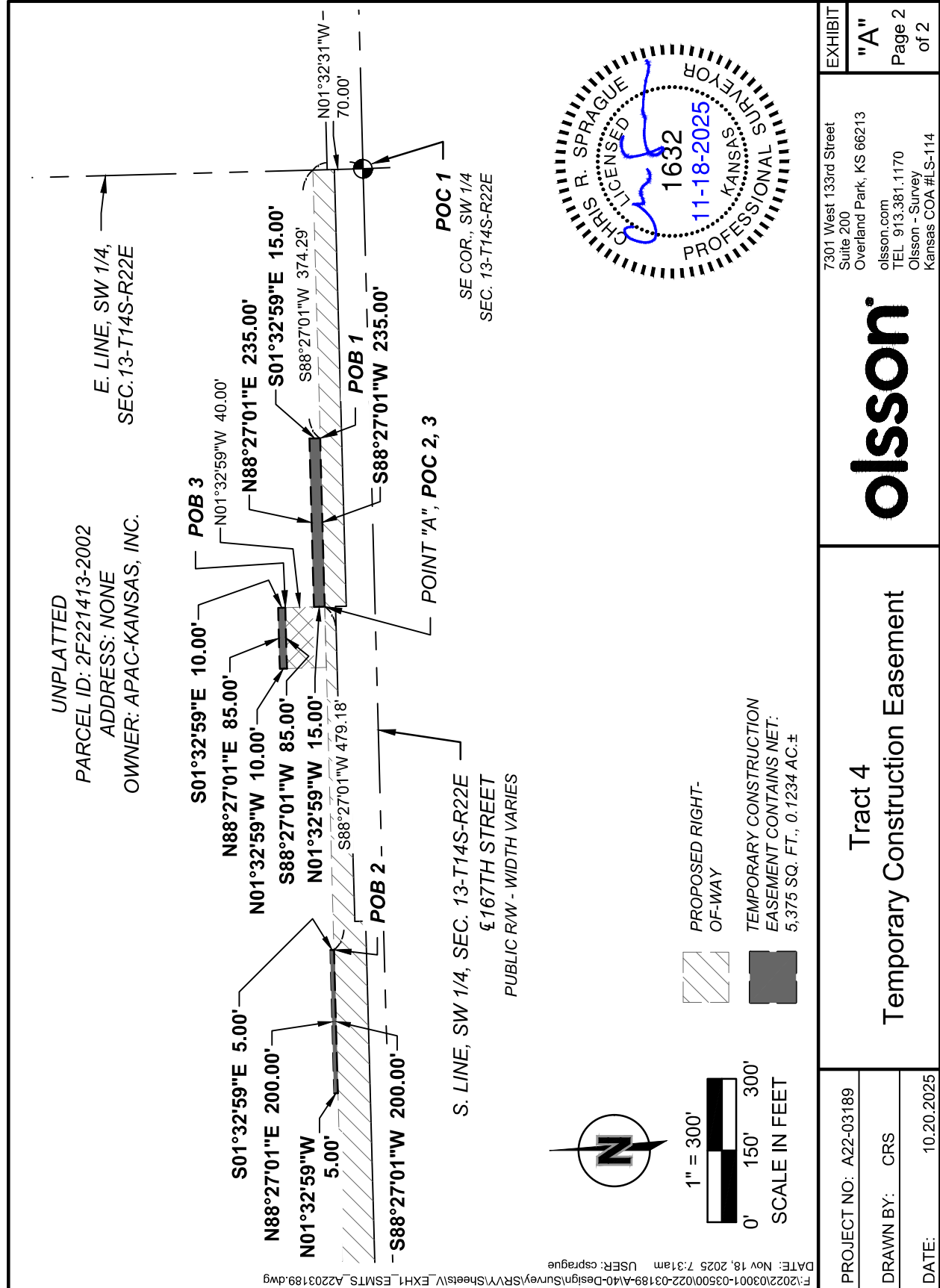


Exhibit 6, page 1

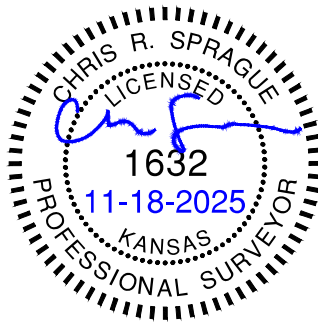
EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP94510000 0T0F1
Owner: Sallee Real Estate Investments, LLC
Tract 6
October 20, 2025
V_EXH1_ESMTS_A2203189

Permanent Right-of-Way:

All South 20.00 feet of Tract "F1", University Park Addition No. 1 Replat of Tracts E and F, a platted subdivision lying the Southeast Quarter of Section 13, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, as described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 20, 2025, containing 23,833 Square Feet, or 0.5471 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

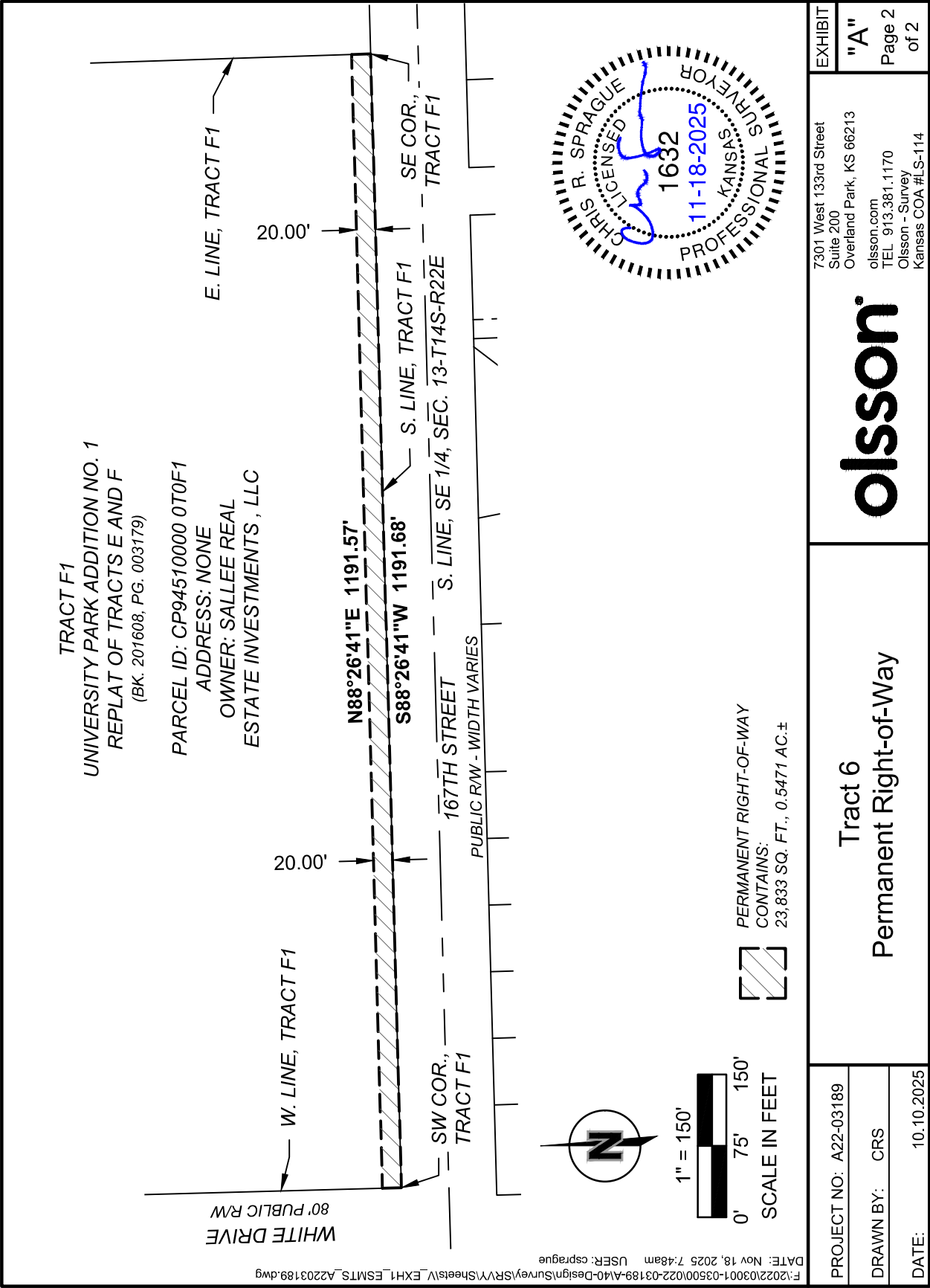
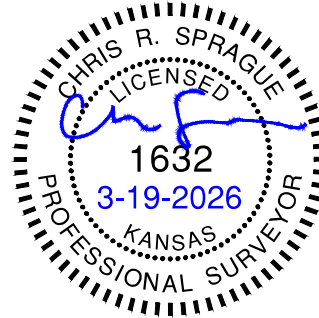


Exhibit 6, page 3

EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP94510000 0T0F1
Owner: Sallee Real Estate Investments, LLC
Tract 6
October 20, 2025
Revised March 16, 2026
V_EXH1_ESMTS_A2203189



Permanent Drainage Easement:

All that part of Tract F1, University Park Addition No. 1 Replat of Tracts E and F, a platted subdivision lying the Southeast Quarter of Section 13, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on March 16, 2026, as follows:

COMMENCING 1 at the Southwest corner of said Tract F1; thence North 88 degrees 26 minutes 41 seconds East, on the South line of said Tract F1, a distance of 92.76 feet to a point hereinafter referred to as Point "A"; thence North 01 degree 33 minutes 19 seconds West, departing said South line, a distance of 30.00 feet to a point on the North line of an existing 30-foot-wide Permanent Utility Easement as established by said University Park Addition No. 1 Replat of Tracts E and F, the POINT OF BEGINNING 1; thence North 18 degrees 22 minutes 15 seconds East, departing said North line, a distance of 34.06 feet to a point; thence South 71 degrees 37 minutes 45 seconds East a distance of 8.00 feet to a point; thence South 18 degrees 22 minutes 15 seconds West, a distance of 31.16 feet to a point on said North line; thence South 88 degrees 26 minutes 41 seconds West, on said North line, a distance of 8.51 feet to the POINT OF BEGINNING, containing 261 Square Feet, or 0.0060 Acres, more or less.

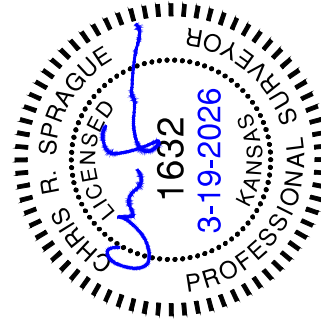
And also...

COMMENCING 2 at the aforementioned Point "A"; thence North 88 degrees 26 minutes 41 seconds East, on said South line of said Tract F1, a distance of 43.07 feet to a point; thence North 01 degree 33 minutes 19 seconds West, departing said South line, a distance of 30.00 feet to a point on said North line of said existing 30-foot-wide Permanent Utility Easement, the POINT OF BEGINNING 2; thence North 11 degrees 34 minutes 12 seconds East, departing said North line, a distance of 23.97 feet to a point; thence South 78 degrees 31 minutes 56 seconds East a distance of 103.60 feet to a point on said North line; thence South 88 degrees 26 minutes 41 seconds West, on said North line, a distance of 106.38 feet to the POINT OF BEGINNING, containing 1,241 Square Feet, or 0.0285 Acres, more or less.

The above-described easements contain an aggregate total of 1,502 Square Feet or 0.0345 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)

Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



EVERGY EASEMENT EXHIBIT

This sketch has been prepared for easement purposes only and does not constitute a boundary survey. Distances shown hereon are ground distances, and bearings are based on NAD-83 Kansas North Zone State Plane Datum.

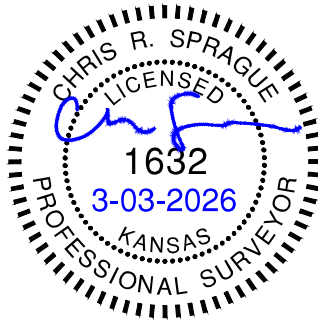
Parcel ID: CP94510000 0T0F1

Evergy Easement Description:

All that part of Tract F1, University Park Addition No. 1 Replat of Tracts E and F, a platted subdivision lying the Southeast Quarter of Section 13, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on March 2, 2026, as follows:

COMMENCING at the Southeast corner of said Tract F1; thence North 01 degree 51 minutes 56 seconds West, on the East line of said Tract F1, a distance of 26.25 feet to the POINT OF BEGINNING; thence South 88 degrees 43 minutes 41 seconds West, departing said East line, a distance of 1191.55 feet to a point on the West line of said Tract F1; thence North 01 degree 33 minutes 19 seconds West, on said West line, a distance of 15.00 feet to a point; thence North 88 degrees 43 minutes 41 seconds East, departing said West line, a distance of 1191.47 feet to a point on said East line; thence South 01 degree 51 minutes 56 seconds East, on said East line, a distance of 15.00 feet to the POINT OF BEGINNING, containing 17,873 Square Feet, or 0.4103 Acres, more or less.

(As depicted on Page 2 of 2, attached and incorporated herein.)



F:\2022\03001-03500\022-03189-A\40-Design\Survey\SRVY\Sheets\V_EXH2_ESMNTS_A2203189_Evergy.dwg
DATE: Mar 03, 2026 1:06pm USER: csprague

PROJECT NO: A22-03189	Evergy Easement		7301 West 133rd Street Suite 200 Overland Park, KS 66213 olsson.com TEL 913.381.1170 Olsson - Survey Kansas COA #LS-114	EXHIBIT
DRAWN BY: CRS				Page 1 of 2
DATE: 03.02.2026				

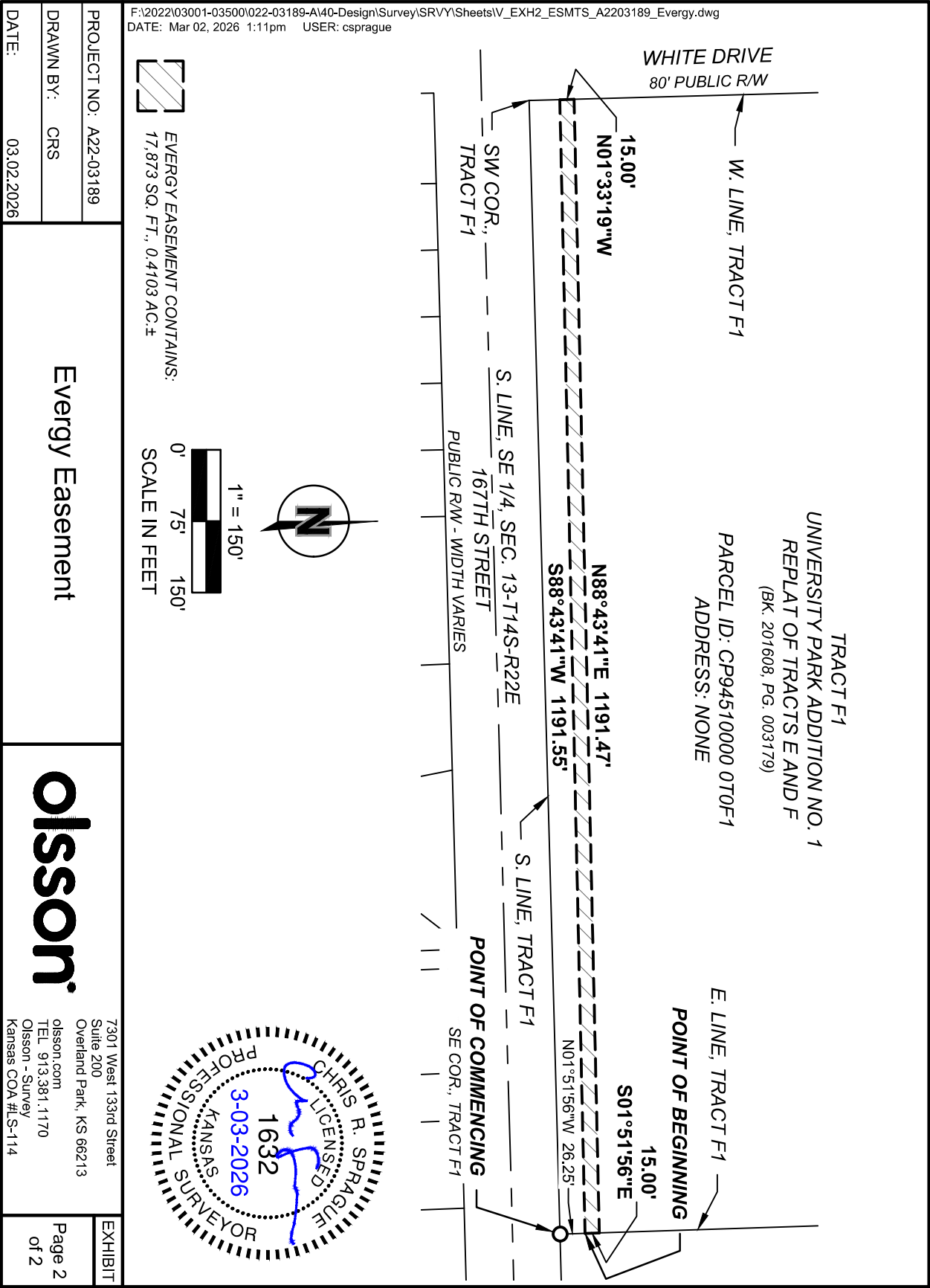


Exhibit 6, page 7

EXHIBIT "A"
(Page 1 of 2)

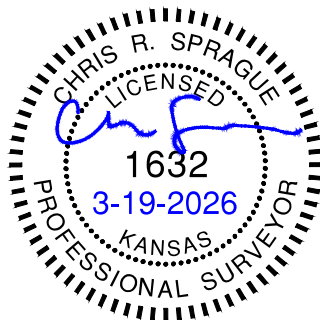
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP94510000 0T0F1
Owner: Sallee Real Estate Investments, LLC
Tract 6
October 20, 2025
Revised March 16, 2026
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

All that part of Tract F1, University Park Addition No. 1 Replat of Tracts E and F, a platted subdivision lying the Southeast Quarter of Section 13, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on March 16, 2026, as follows:

COMMENCING at the Southwest corner of said Tract F1; thence North 01 degree 33 minutes 19 seconds West, on the West line of said Tract F1, a distance of 20.00 feet to the POINT OF BEGINNING; thence continuing North 01 degree 33 minutes 19 seconds West, on said West line, a distance of 26.69 feet to a point; thence North 88 degrees 26 minutes 41 seconds East, departing said West line, a distance of 91.91 feet to a point; thence North 01 degree 16 minutes 19 seconds West a distance of 18.31 feet to a point; thence North 88 degrees 26 minutes 41 seconds East a distance of 25.00 feet to a point; thence South 01 degree 16 minutes 19 seconds East a distance of 10.00 feet to a point; thence North 88 degrees 26 minutes 41 seconds East a distance of 280.00 feet to a point; thence South 01 degree 16 minutes 19 seconds East a distance of 10.91 feet to a point; thence North 88 degrees 26 minutes 41 seconds East a distance of 220.00 feet to a point; thence South 60 degrees 18 minutes 28 seconds East a distance of 30.59 feet to a point; thence North 88 degrees 26 minutes 41 seconds East a distance of 428.83 feet to a point; thence North 01 degree 16 minutes 19 seconds West a distance of 13.30 feet to a point; thence North 88 degrees 26 minutes 41 seconds East a distance of 65.00 feet to a point; thence South 01 degree 16 minutes 19 seconds East a distance of 21.52 feet to a point; thence South 88 degrees 26 minutes 41 seconds West a distance of 1136.84 feet to the POINT OF BEGINNING, containing a gross area of 24,026 Square Feet, or 0.5516 Acres, more or less, LESS AND EXCEPT 1,502 Square Feet, or 0.0345 Acres, more or less, lying in Permanent Drainage Easement, containing a net area of 22,524 Square Feet or 0.5171 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

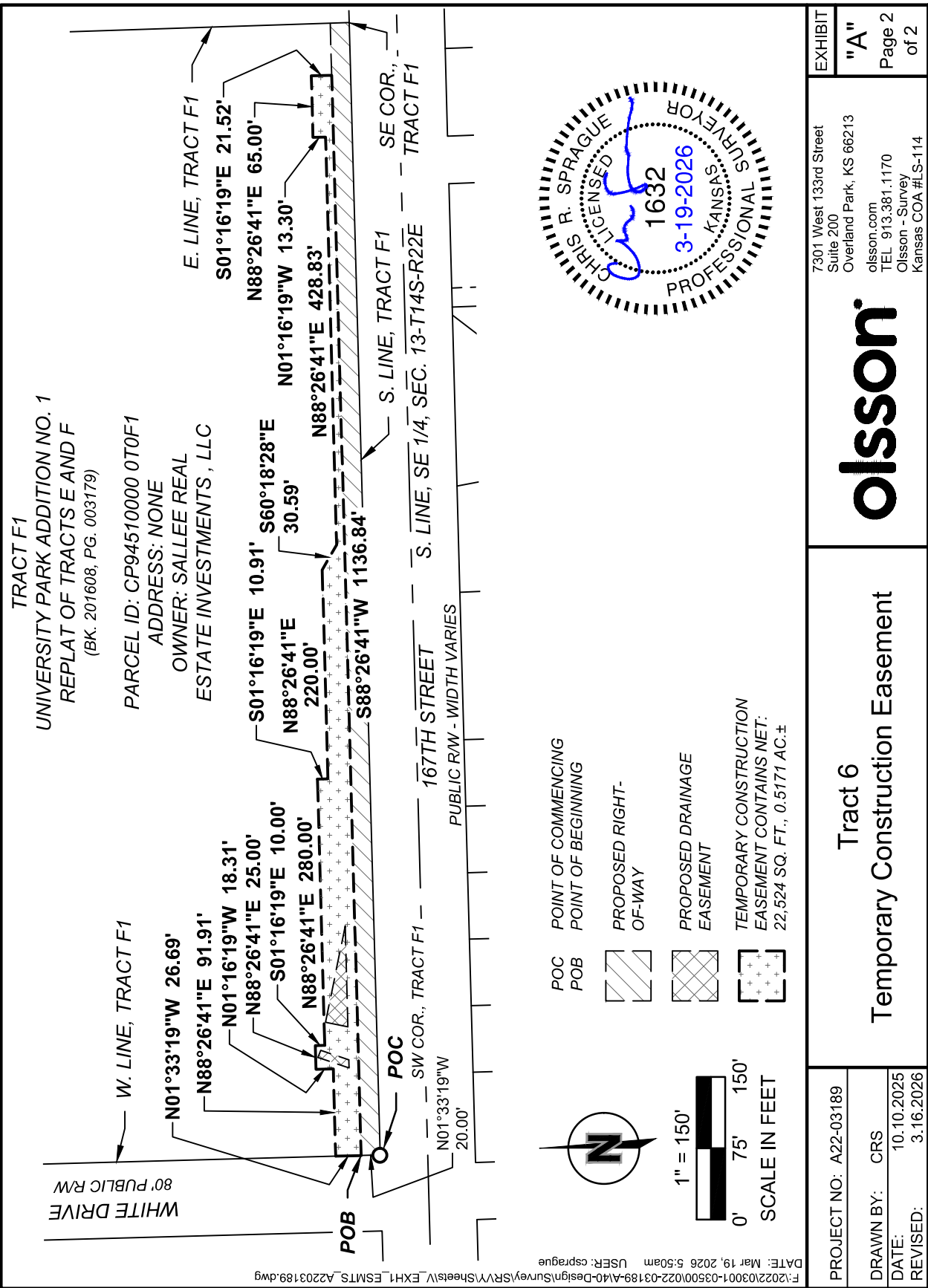


Exhibit 11, page 1

EXHIBIT "A"
(Page 1 of 2)

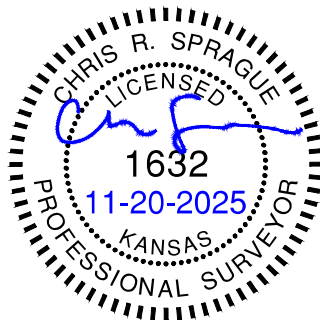
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CF221424-1015
Owner: Gerald L. & Carol J. Stricker, Trustee
Tract 11
October 22, 2025
V_EXH1_ESMTS_A2203189

Permanent Right-of-Way:

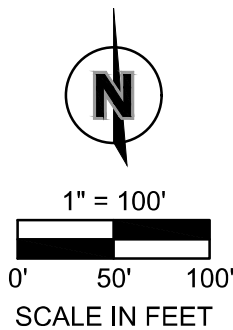
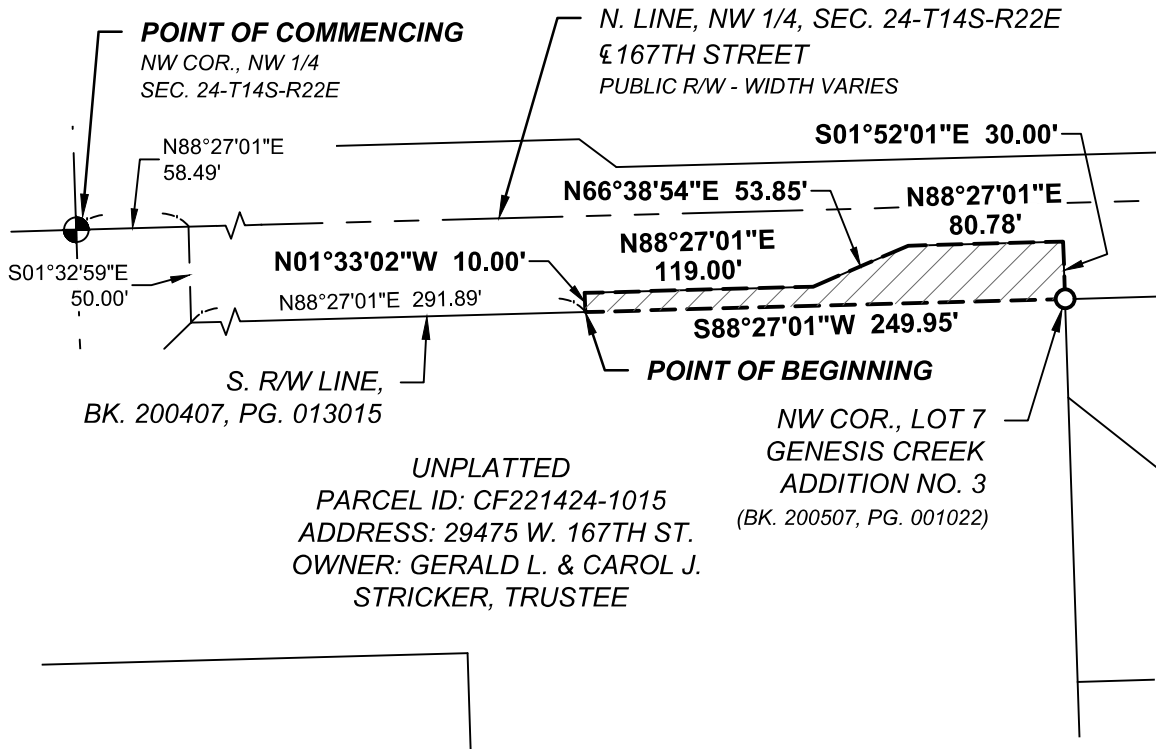
All that part of unplatted tract lying the Northwest Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 22, 2025, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of said Section 24; thence North 88 degrees 27 minutes 01 second East, on the North line of said Northwest Quarter, a distance of 58.49 feet to a point; thence departing said North line, South 01 degree 32 minutes 59 seconds East a distance of 50.00 feet to a point on the South right-of-way line of 167th Street as established in Book 200407, Page 013015; thence North 88 degrees 27 minutes 01 second East, on said South line, a distance of 291.89 feet to the POINT OF BEGINNING; thence departing said South line, North 01 degrees 33 minutes 02 seconds West a distance of 10.00 feet to a point; thence North 88 degrees 27 minutes 01 second East a distance of 119.00 feet to a point; thence North 66 degrees 38 minutes 54 seconds East a distance of 53.85 feet to a point; thence North 88 degrees 27 minutes 01 second East a distance of 80.78 feet to a point; thence South 01 degree 52 minutes 01 second East a distance of 30.00 feet to the Northwest corner of Lot 7, Genesis Creek Addition No. 3, a platted subdivision in said City of Gardner; thence South 88 degrees 27 minutes 01 second West a distance of 249.95 feet to the POINT OF BEGINNING, containing 4,616 Square Feet, or 0.1060 Acres, more or less.

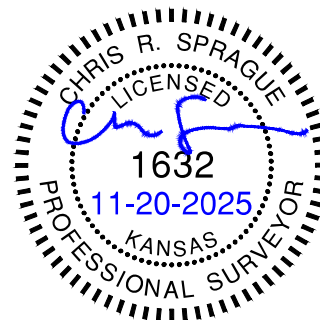
(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



 PERMANENT RIGHT-OF-WAY
CONTAINS:
4,616 SQ. FT., 0.1060 AC.±



C:\Temp\AcPublish_53880V_EXH1_ESMITS_A2203189.dwg
DATE: Nov 17, 2025 1:54pm USER: csprague

PROJECT NO: A22-03189	Tract 11 Permanent Right-of-Way	olsson	7301 West 133rd Street Suite 200 Overland Park, KS 66213 olsson.com TEL 913.381.1170 Olsson - Survey Kansas COA #LS-114	EXHIBIT
DRAWN BY: CRS				"A"
DATE: 10.22.2025				Page 2 of 2

Exhibit 11, page 3

EXHIBIT "A"
(Page 1 of 2)

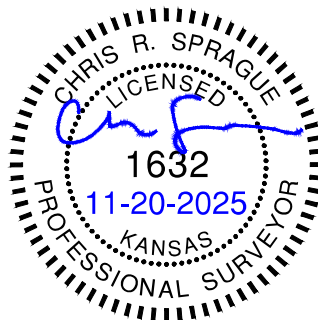
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CF221424-1015
Owner: Gerald L. & Carol J. Stricker, Trustee
Tract 11
October 22, 2025
V_EXH1_ESMTS_A2203189

Sanitary Sewer Easement:

All that part of unplatted tract lying the Northwest Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 22, 2025, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of said Section 24; thence North 88 degrees 27 minutes 01 second East, on the North line of said Northwest Quarter, a distance of 58.49 feet to a point; thence departing said North line, South 01 degree 32 minutes 59 seconds East a distance of 50.00 feet to a point on the South right-of-way line of 167th Street as established in Book 200407, Page 013015; thence North 88 degrees 27 minutes 01 second East, on said South line, a distance of 251.97 feet to the POINT OF BEGINNING; thence continuing North 88 degrees 27 minutes 01 second East, on said South line and its Easterly prolongation, a distance of 289.86 feet to the Northwest corner of Lot 7, Genesis Creek Addition No. 3, a platted subdivision in said City of Gardner; thence South 01 degree 52 minutes 01 second East, on the West line of said Lot 7, a distance of 22.74 feet to a point; thence departing said West line, North 78 degrees 14 minutes 57 seconds West a distance of 33.63 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 247.83 feet to a point; thence South 24 degrees 07 minutes 04 seconds West a distance of 56.65 feet to a point; thence South 43 degrees 46 minutes 41 seconds West a distance of 24.27 feet to a point; thence North 46 degrees 13 minutes 19 seconds West a distance of 15.00 feet to a point; thence North 43 degrees 46 minutes 41 seconds East a distance of 21.67 feet to a point; thence North 24 degrees 07 minutes 04 seconds East a distance of 63.48 feet to the POINT OF BEGINNING, containing 5,650 Square Feet, or 0.1297 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

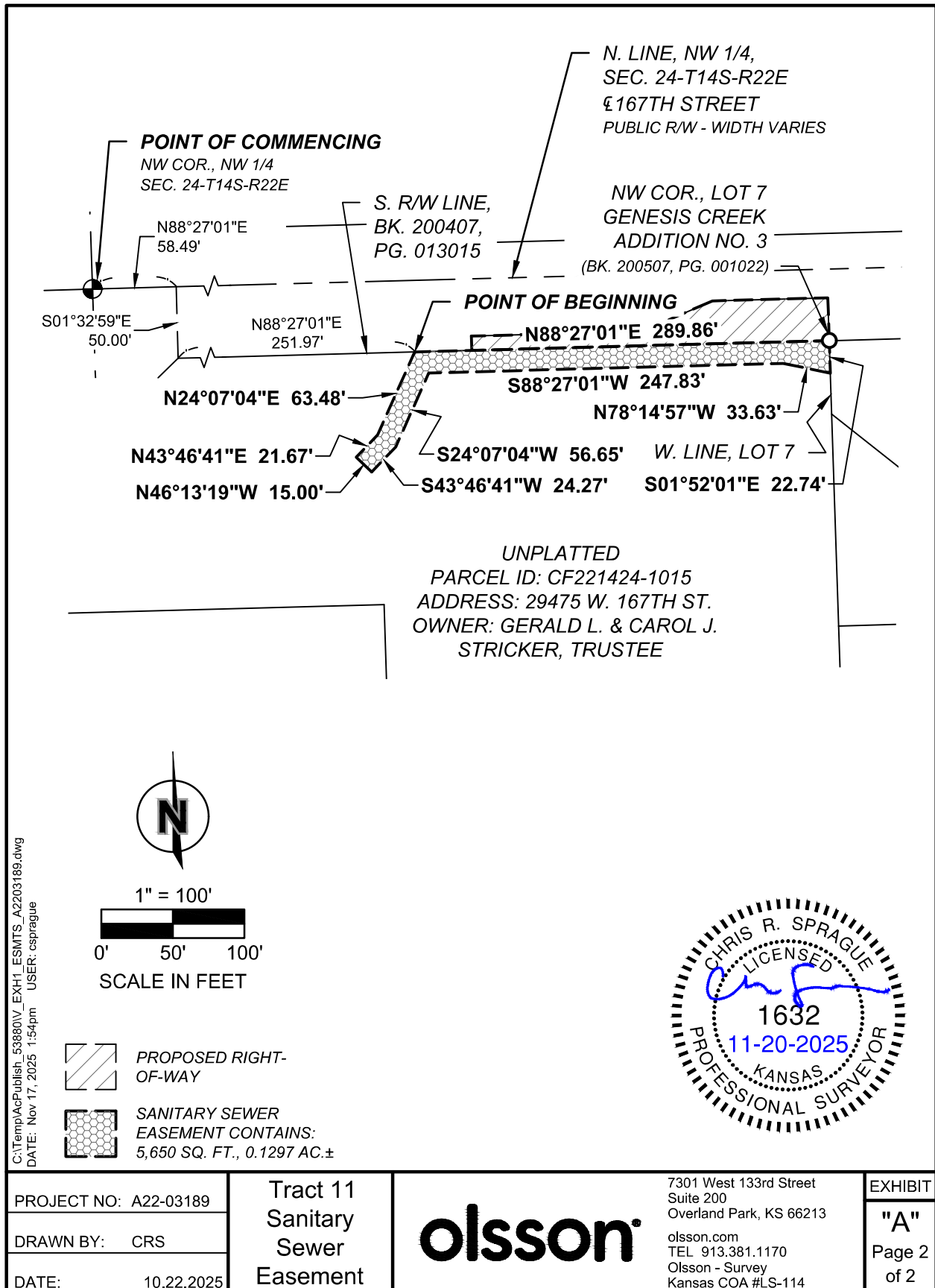


Exhibit 11, page 5

EXHIBIT "A"
(Page 1 of 2)

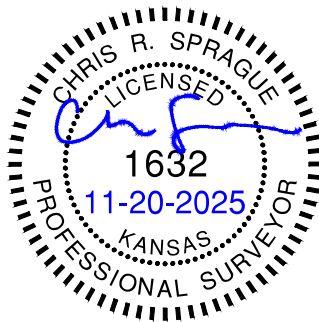
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CF221424-1015
Owner: Gerald L. & Carol J. Stricker, Trustee
Tract 11
October 22, 2025
V_EXH1_ESMTS_A2203189

Permanent Drainage Easement:

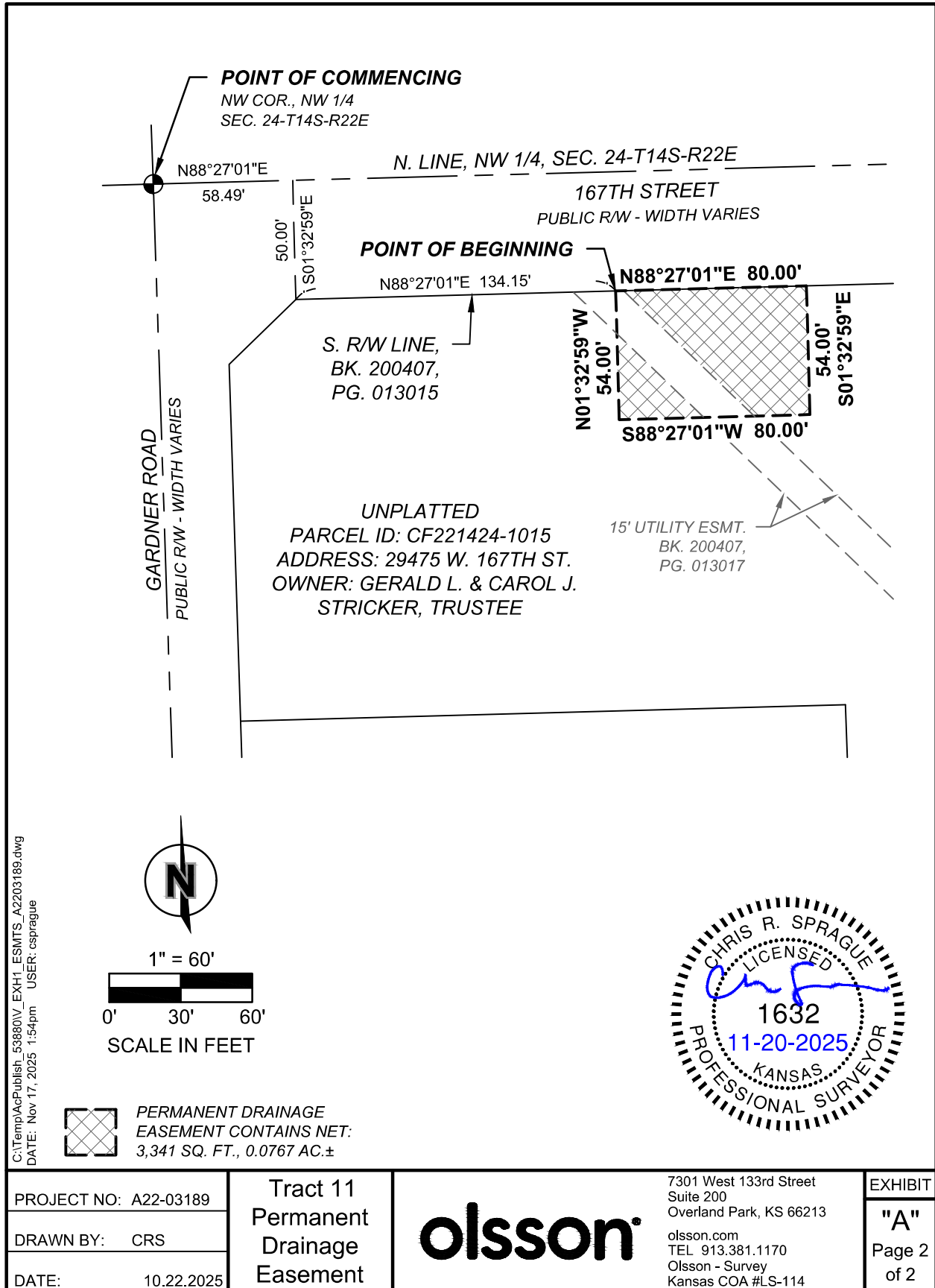
All that part of unplatted tract lying the Northwest Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 22, 2025, more particularly described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of said Section 24; thence North 88 degrees 27 minutes 01 second East, on the North line of said Northwest Quarter, a distance of 58.49 feet to a point; thence departing said North line, South 01 degree 32 minutes 59 seconds East a distance of 50.00 feet to a point on the South right-of-way line of 167th Street as established in Book 200407, Page 013015; thence North 88 degrees 27 minutes 01 second East, on said South line, a distance of 134.15 feet to the POINT OF BEGINNING; thence continuing North 88 degrees 27 minutes 01 second East, on said South line, a distance of 80.00 feet to a point; thence departing said South line, South 01 degree 32 minutes 59 seconds East a distance of 54.00 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 80.00 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 54.00 feet to the POINT OF BEGINNING, LESS AND EXCEPT 979 Square Feet or 0.0225 Acres, more or less lying in existing Utility Easement as established in Book 200407, Page 013017, containing a net of 3,341 Square Feet, or 0.0767 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



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DATE: Nov 17, 2025 1:54pm USER: csprague

Exhibit 11, page 7

EXHIBIT "A"
(Page 1 of 3)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CF221424-1015
Owner: Gerald L. & Carol J. Stricker, Trustee
Tract 11
October 22, 2025
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

All that part of unplatted tract lying the Northwest Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 22, 2025, more particularly described as follows:

COMMENCING 1 at the Northwest corner of the Northwest Quarter of said Section 24; thence North 88 degrees 27 minutes 01 second East, on the North line of said Northwest Quarter, a distance of 58.49 feet to a point; thence departing said North line, South 01 degree 32 minutes 59 seconds East a distance of 50.00 feet to a point on the South right-of-way line of 167th Street as established in Book 200407, Page 013015, the POINT OF BEGINNING 1; thence North 88 degrees 27 minutes 01 second East, on said South line, a distance of 134.15 feet to a point hereinafter referred to as Point "A"; thence departing said South line, South 01 degree 32 minutes 59 seconds East a distance of 25.00 feet to a point; thence North 46 degrees 32 minutes 59 seconds West a distance of 14.14 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 50.23 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 5.00 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 84.81 feet to a point on said South right-of-way line; thence North 45 degrees 53 minutes 12 seconds East, on said South line, a distance of 14.78 to the POINT OF BEGINNING, containing 1,747 Square Feet, or 0.0401 Acres, more or less.

And also...

COMMENCING 2 at the aforementioned Point "A"; thence North 88 degrees 27 minutes 01 second East, on said South right-of-way line of said 167th Street, a distance of 80.00 feet to the POINT OF BEGINNING 2; thence continuing North 88 degrees 27 minutes 01 second East, on said South line and its Easterly prolongation, a distance of 327.69 feet to the Northwest corner of Lot 7, Genesis Creek Addition No. 3, a platted subdivision in said City of Gardner; thence South 01 degree 52 minutes 01 second East, departing said South line and on the West line of said Lot 7, a distance of 43.31 feet to a point; thence departing said West line, North 78 degrees 14 minutes 57 seconds West a distance of 36.14 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 232.92 feet to a point; thence South 24 degrees 07 minutes 04 seconds West a distance of 47.53 feet to a point; thence South 43

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(913) 381-1170

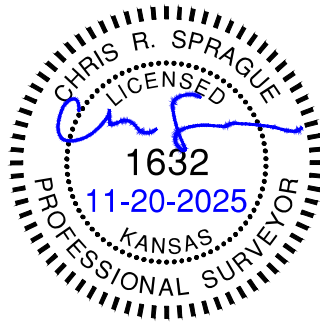
Exhibit 11, page 8

EXHIBIT "A"
(Page 2 of 3)

degrees 46 minutes 41 seconds West a distance of 44.32 feet to a point; thence South 88 degrees 27 minutes 01 second West a distance of 69.40 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 55.00 feet to a point; thence North 88 degrees 27 minutes 01 second East a distance of 61.67 feet to a point; thence North 01 degree 32 minutes 59 seconds West a distance of 54.00 feet to the POINT OF BEGINNING, LESS AND EXCEPT 5,650 Square Feet or 0.1297 Acres, more or less lying in Sanitary Sewer Easement, containing a net of 12,215 Square Feet, or 0.2804 Acres, more or less.

(As depicted on EXHIBIT "A" Page 3 of 3, attached and incorporated herein.)

The above-described easements contain an aggregate total of 13,962 Square Feet or 0.3205 Acres, more or less.



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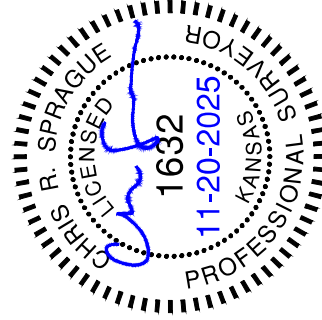


Exhibit 12, page 1

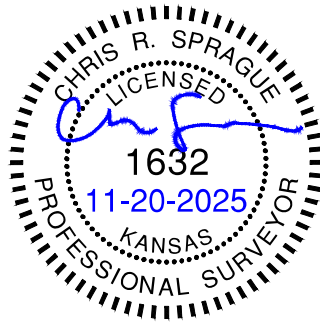
EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36220001 0007
Owner: Michael Ambrose
Tract 12
October 22, 2025
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

All of the North 15.00 feet of Lot 7, Genesis Creek Addition No. 3, a platted subdivision lying the Northwest Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, as described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on October 22, 2025, containing 2,410 Square Feet, or 0.0553 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
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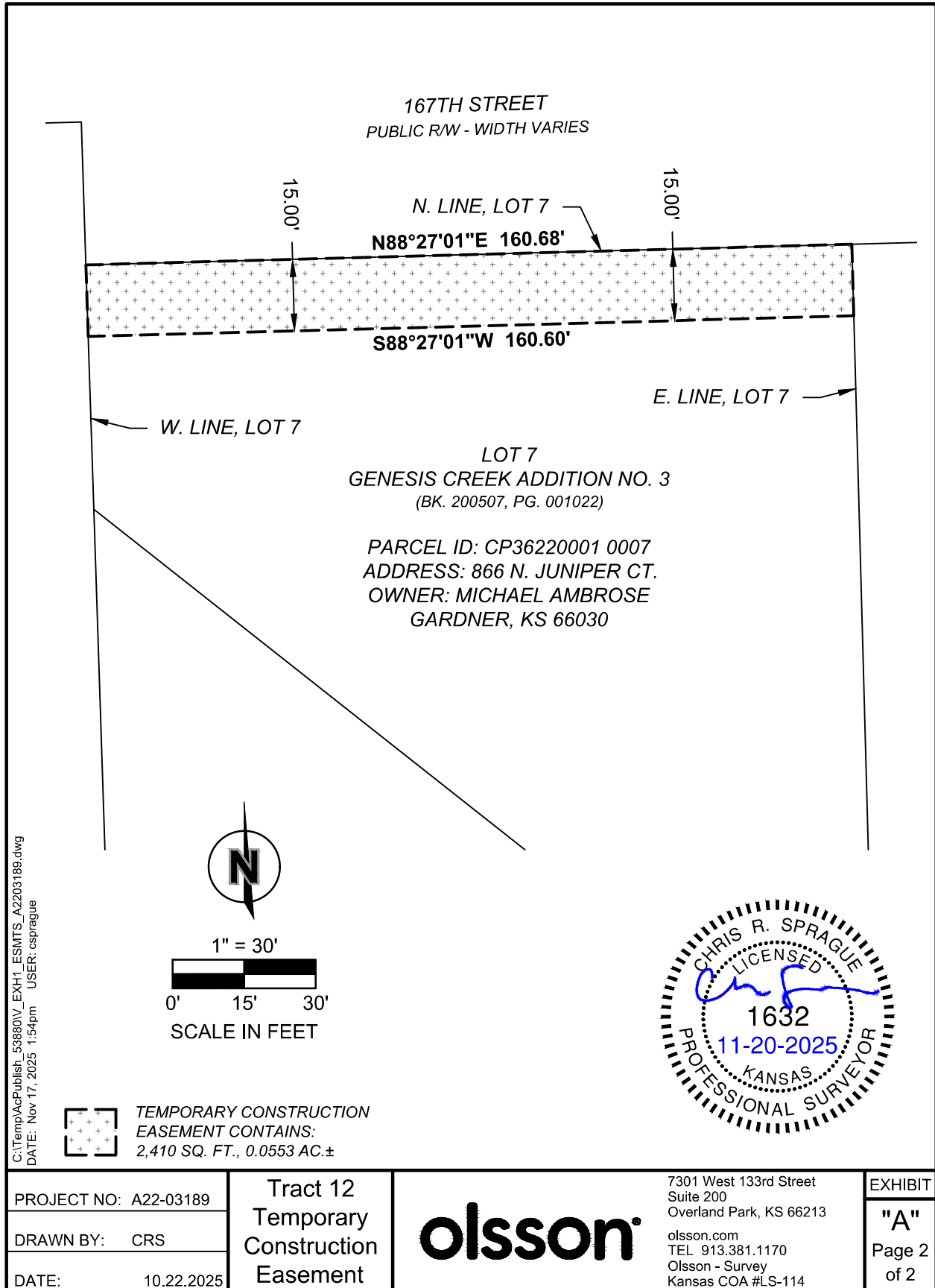


Exhibit 19, page 1

EXHIBIT "A"
(Page 1 of 2)

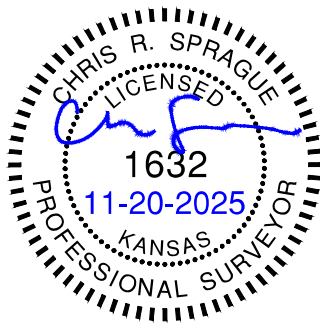
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36200004 0008
Owner: Michael & Emily Purinton
Tract 19
November 13, 2025
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

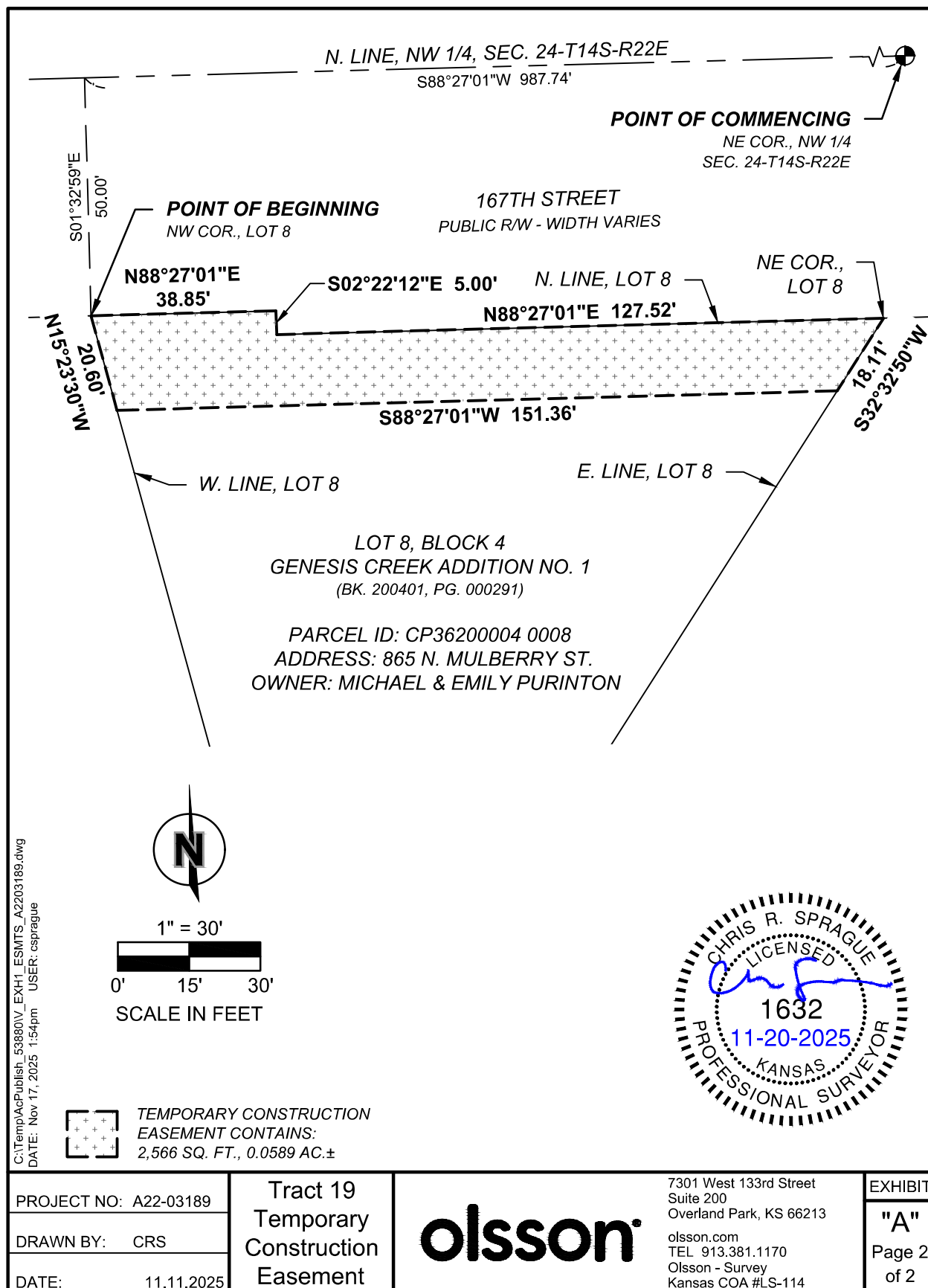
All that part of Lot 8, Block 4, Genesis Creek Addition No. 1, a platted subdivision lying the Northwest Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 13, 2025, as follows:

COMMENCING at the Northeast corner of the Northwest Quarter of said Section 24; thence South 88 degrees 27 minutes 01 seconds West, on the North line of said Northwest Quarter, a distance of 987.74 feet to a point; thence departing said North line, South 01 degree 32 minutes 59 seconds East a distance of 50.00 feet to the Northwest corner of said Lot 8, the POINT OF BEGINNING; thence North 88 degrees 27 minutes 01 second East, on the North line of said Lot 8, a distance of 38.85 feet to a point; thence South 02 degrees 22 minutes 12 seconds East, continuing on said North line, a distance of 5.00 feet to a point; thence North 88 degrees 27 minutes 01 seconds East, continuing on said North line, a distance of 127.52 feet to the Northeast corner of said Lot 8; thence South 32 degrees 32 minutes 50 seconds West, on the East line of said Lot 8, a distance of 18.11 feet to a point; thence departing said East line, South 88 degrees 27 minutes 01 seconds West a distance of 151.36 feet to a point on the West line of said Lot 8; thence North 15 degrees 23 minutes 30 seconds West, on said West line, a distance of 20.60 feet to the POINT OF BEGINNING, containing 2,566 Square Feet, or 0.0589 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



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Exhibit 25, page 1

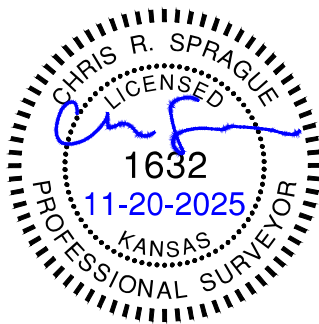
EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36250001 0007
Owner: David & Ashley Singleton
Tract 25
November 13, 2025
V_EXH1_ESMTS_A2203189

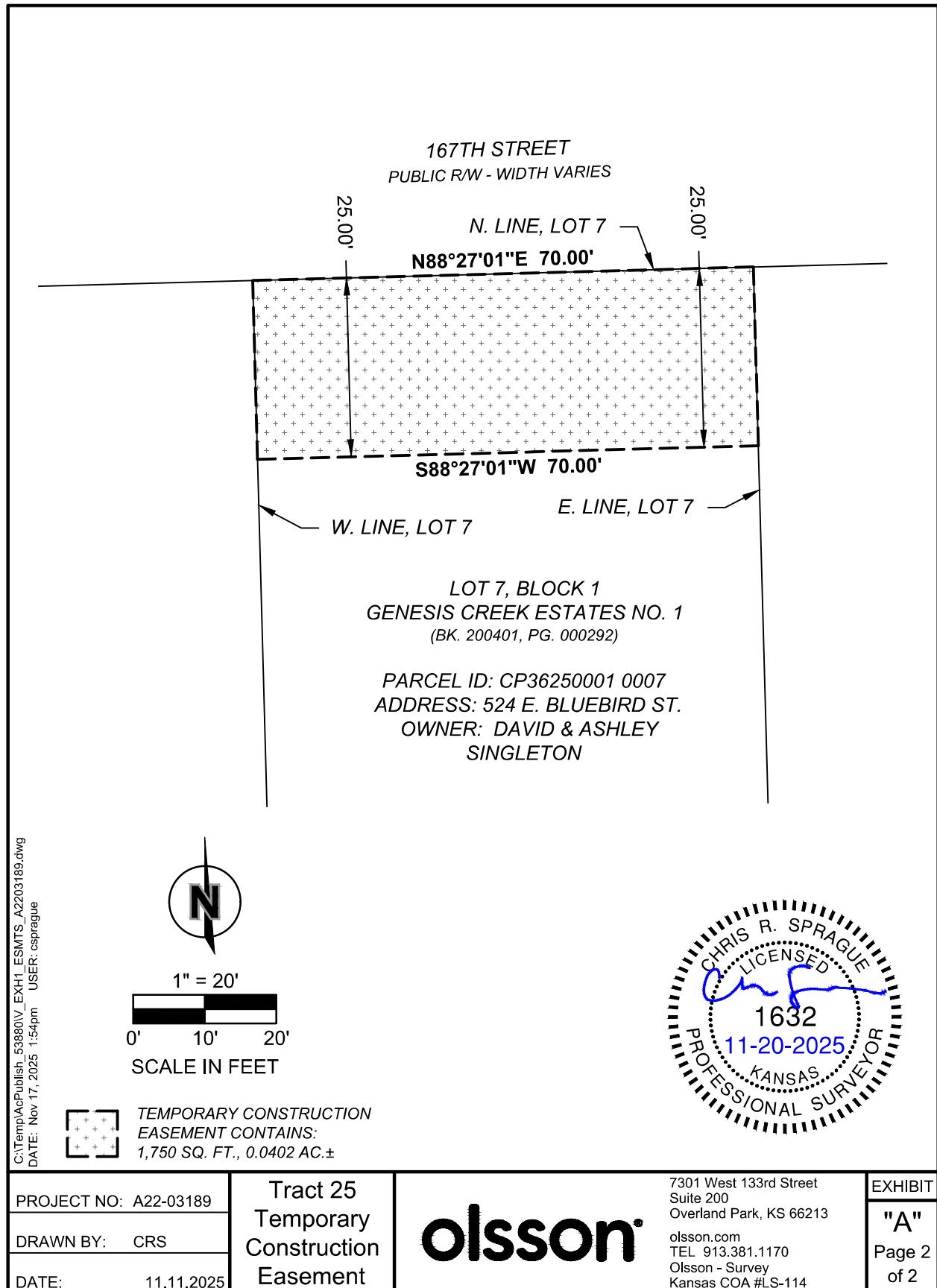
Temporary Construction Easement:

All of the North 25.00 feet of Lot 7, Block 1, Genesis Creek Estates No. 1, a platted subdivision lying in the North Half of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, as described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 13, 2025, containing 1,750 Square Feet, or 0.0402 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



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Exhibit 28, page 1

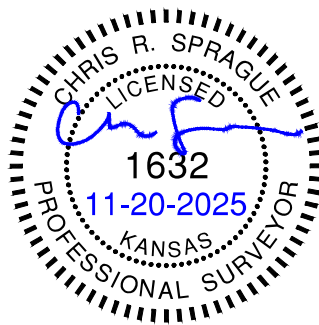
EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36250001 0004
Owner: Bryan & Stacy Lewis
Tract 28
November 13, 2025
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

All of the North 29.00 feet of Lot 4, Block 1, Genesis Creek Estates No. 1, a platted subdivision lying in the North Half of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, as described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 13, 2025, containing 2,030 Square Feet, or 0.0466 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



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(913) 381-1170

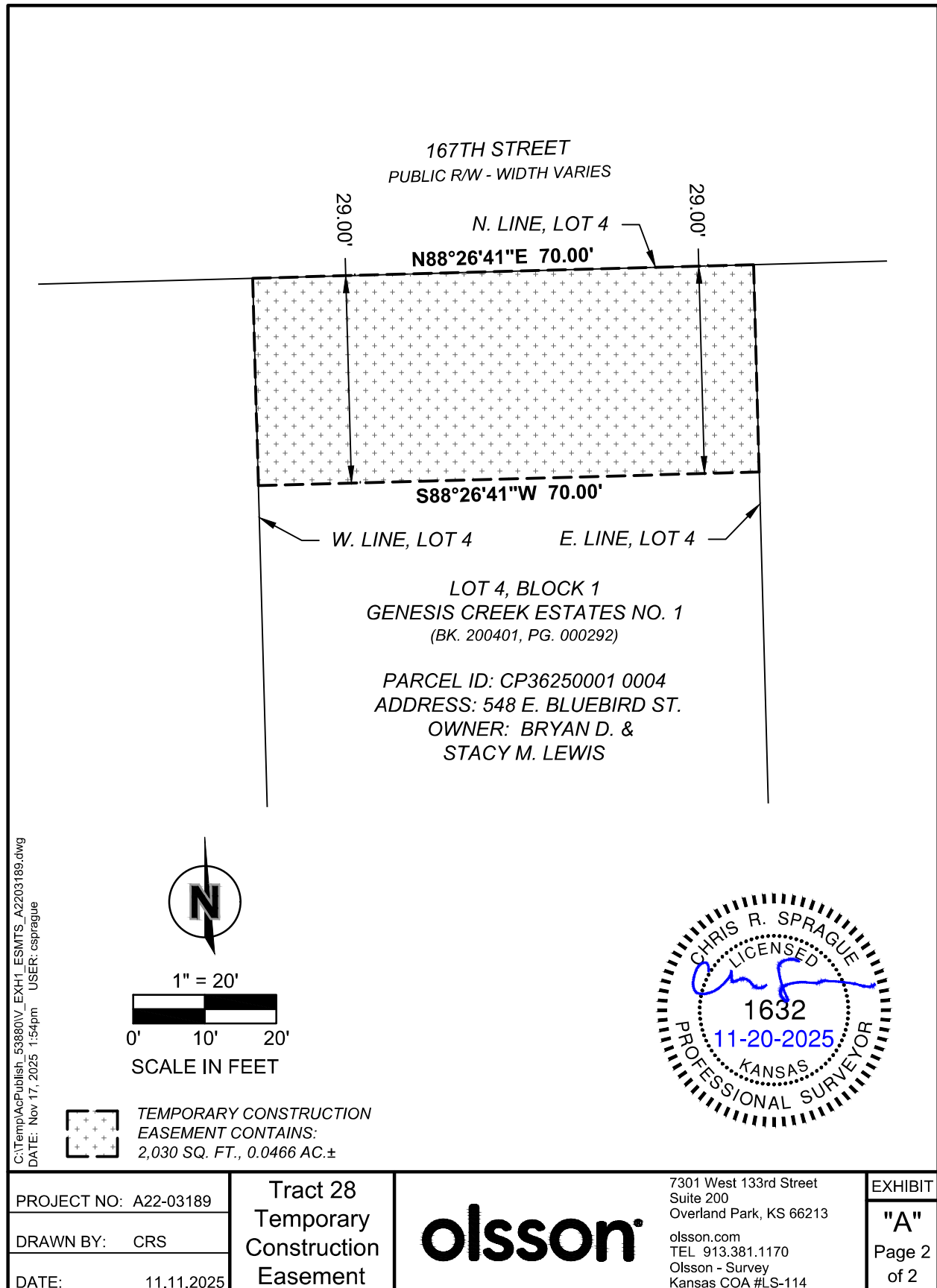


Exhibit 31, page 1

EXHIBIT "A"
(Page 1 of 2)

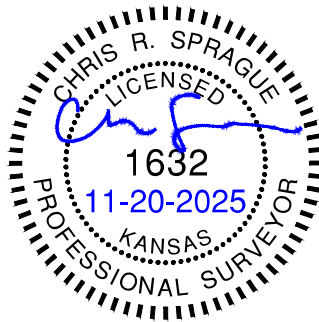
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36250001 0001
Owner: Genesis Creek Homes Association, Inc.
Tract 31
November 14, 2025
V_EXH1_ESMTS_A2203189

Permanent Sidewalk Easement:

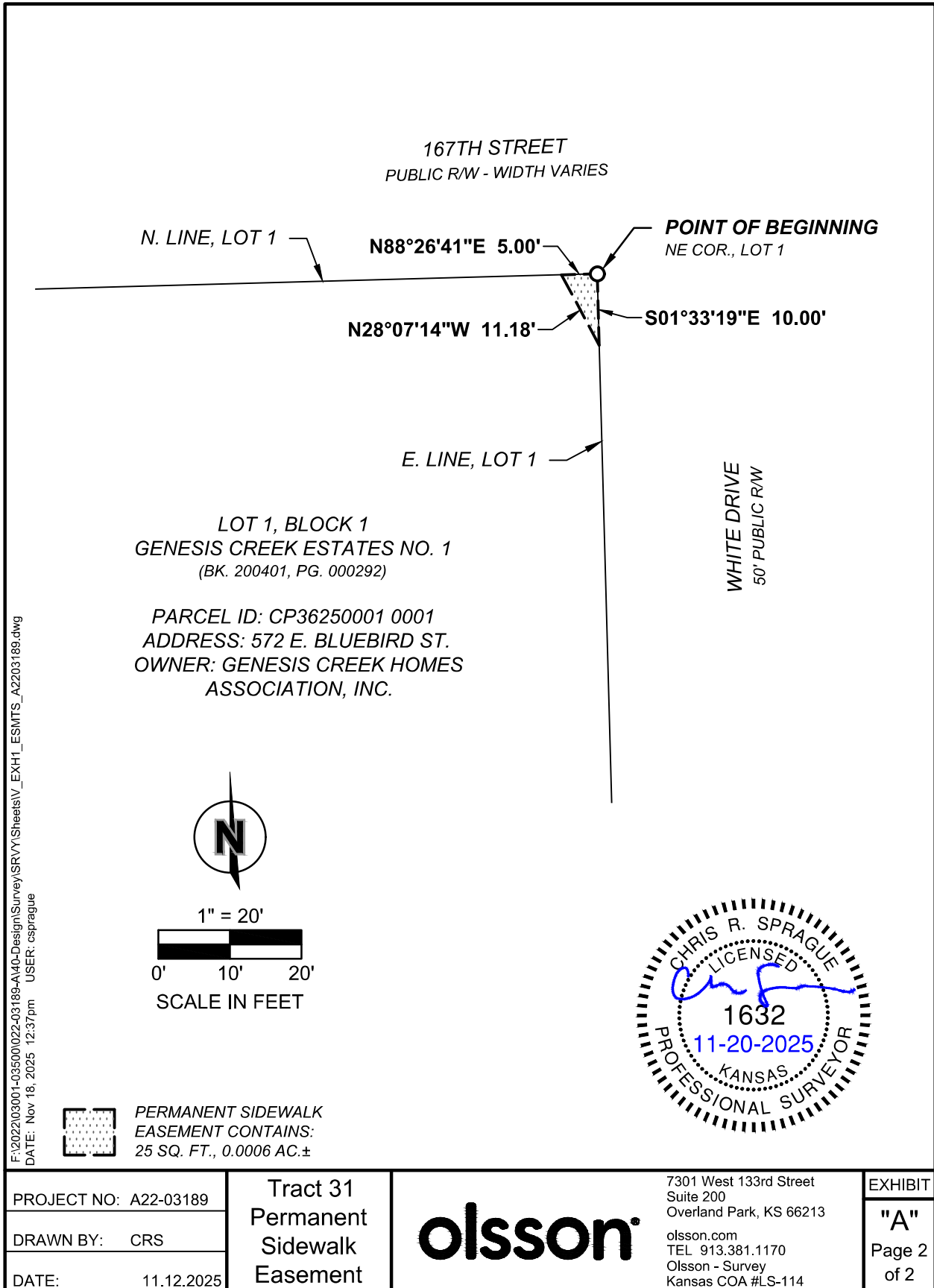
All that part of Lot 1, Block 1, Genesis Creek Estates No. 1, a platted subdivision lying in the North Half of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 14, 2025, as follows.

BEGINNING at the Northeast corner of said Lot 1; thence South 01 degree 33 minutes 19 seconds East, on the East line of said Lot 1, a distance of 10.00 feet to a point; thence departing said East line, North 28 degrees 07 minutes 14 seconds West a distance of 11.18 feet to a point on the North line of said Lot 1; thence North 88 degrees 26 minutes 41 seconds East, on said North line, a distance of 5.00 feet to the POINT OF BEGINNING, containing 25 Square Feet, or 0.0006 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
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Exhibit 31, page 3

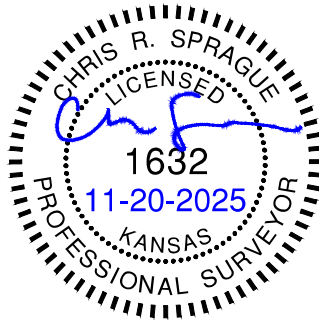
EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36250001 0001
Owner: Genesis Creek Homes Association, Inc.
Tract 31
November 14, 2025
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

All of the North 15.00 feet of Lot 1, Block 1, Genesis Creek Estates No. 1, a platted subdivision lying in the North Half of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, LESS AND EXCEPT 25 Square Feet, or 0.0006 Acres, more or less lying in Permanent Sidewalk Easement, as described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 14, 2025, containing a net of 1,325 Square Feet, or 0.0304 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



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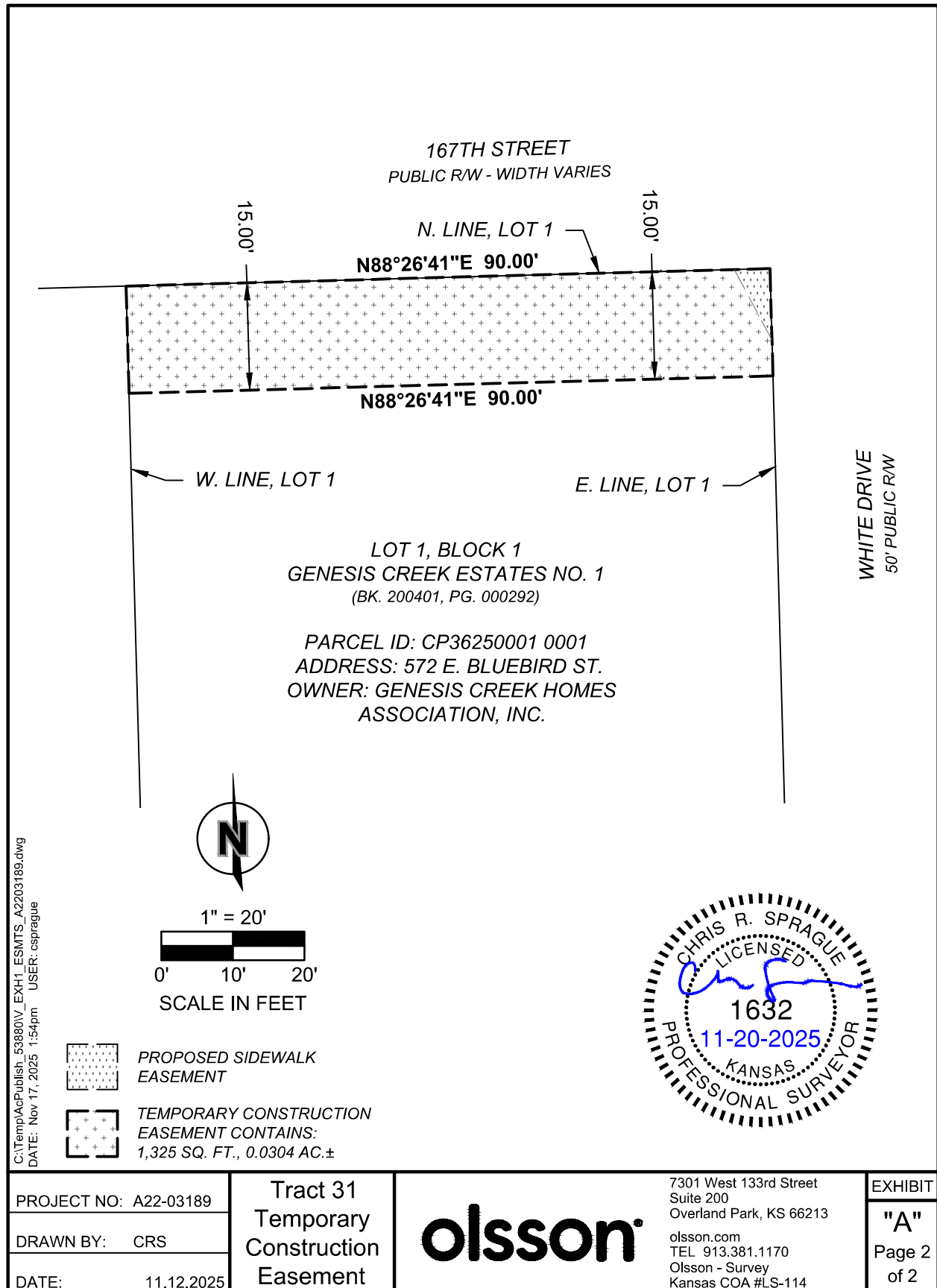


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EXHIBIT "A"
(Page 1 of 2)

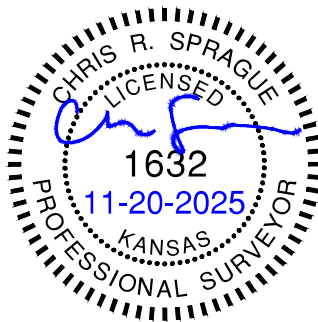
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36270002 0013
Owner: Crystal Grasser
Tract 40
November 14, 2025
V_EXH1_ESMTS_A2203189

Permanent Drainage Easement:

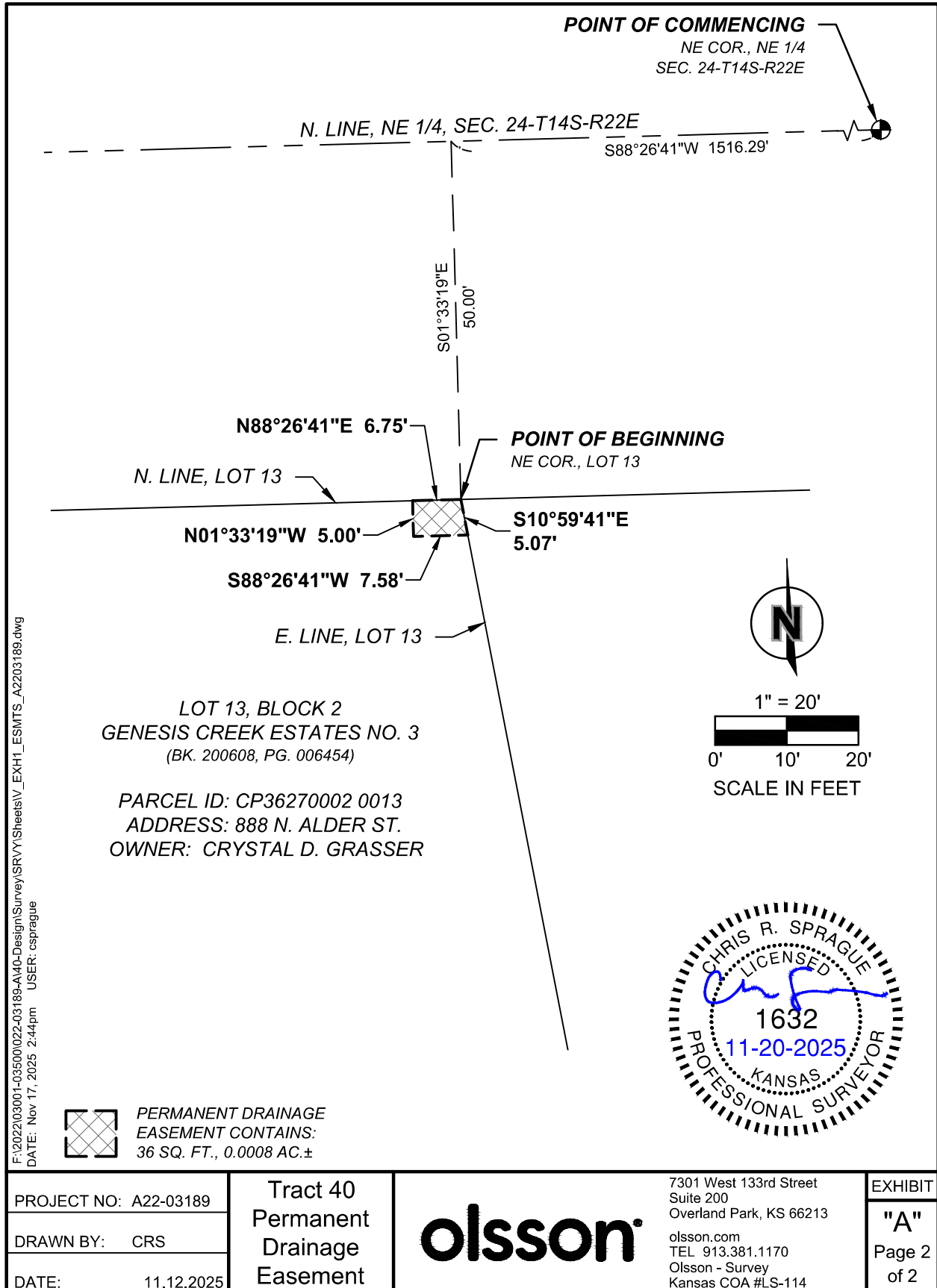
All that part of Lot 13, Block 2, Genesis Creek Estates No. 3, a platted subdivision lying in the Northeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 14, 2025, as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of said Section 24; thence South 88 degrees 26 minutes 41 seconds West, on the North line of said Northeast Quarter, a distance of 1516.29 feet to a point; thence departing said North line, South 01 degree 33 minutes 19 seconds East a distance of 50.00 feet to the Northeast corner of said Lot 13; thence South 10 degrees 59 minutes 41 seconds East, on the East line of said Lot 13, a distance of 5.07 feet to a point; thence departing said East line, South 88 degrees 26 minutes 41 seconds West a distance of 7.58 feet to a point; thence North 01 degree 33 minutes 19 seconds West a distance of 5.00 feet to a point on the North line of said Lot 13; thence North 88 degrees 26 minutes 41 seconds East, on said North line, a distance of 6.75 feet to the POINT OF BEGINNING, containing 36 Square Feet, or 0.0008 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
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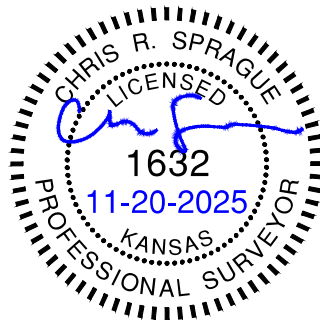
EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36270002 0013
Owner: Crystal Grasser
Tract 40
November 14, 2025
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

All of the North 15.00 feet of Lot 13, Block 2, Genesis Creek Estates No. 3, a platted subdivision lying in the Northeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, LESS AND EXCEPT 36 Square Feet, or 0.0008 Acres, more or less lying in Permanent Drainage Easement, as described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 14, 2025, containing a net of 1,088 Square Feet, or 0.0250 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



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7301 West 133rd Street
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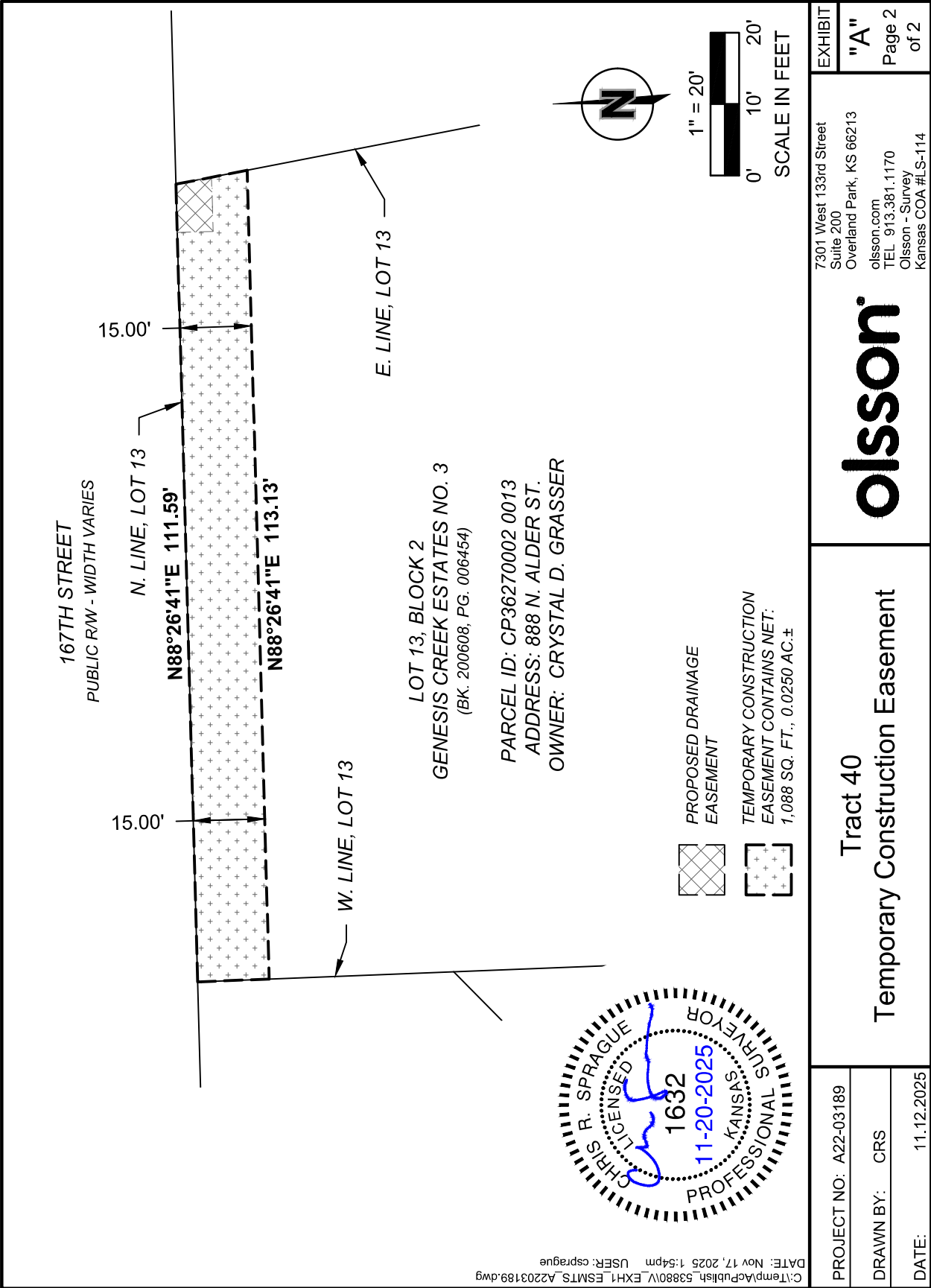


Exhibit 42, page 1

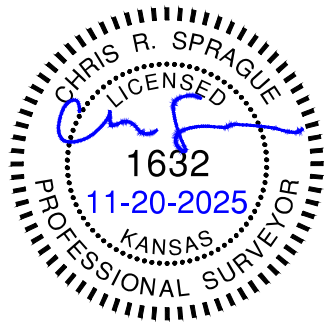
EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP36270002 0011
Owner: John & Lisa Hruska
Tract 42
November 14, 2025
V_EXH1_ESMTS_A2203189

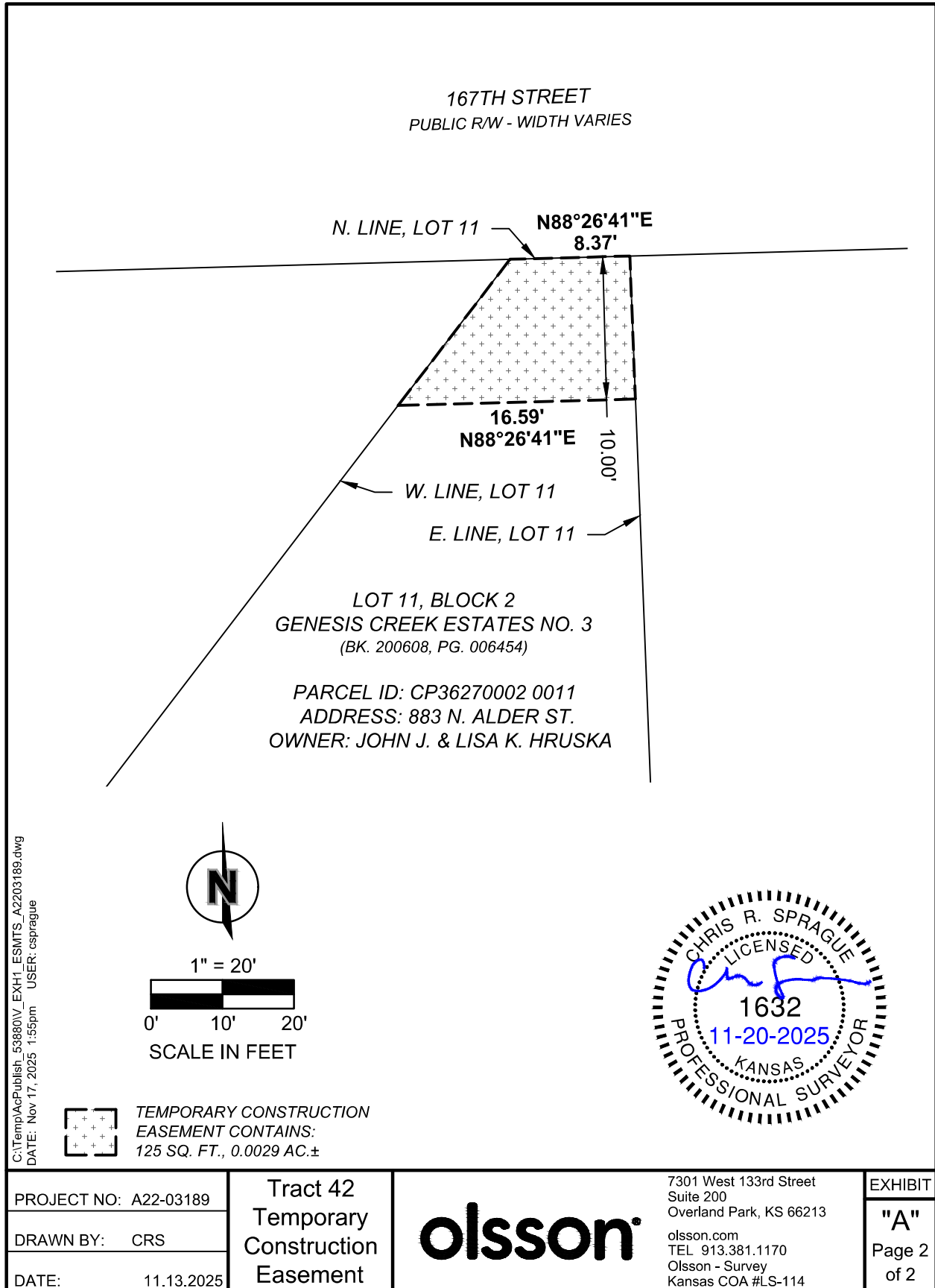
Temporary Construction Easement:

All of the North 10.00 feet as measured parallel with the North line thereof, of Lot 11, Block 2, Genesis Creek Estates No. 3, a platted subdivision lying in the Northeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, as described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 14, 2025, containing 125 Square Feet, or 0.0029 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
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DATE: Nov 17, 2025 1:55pm USER: csprague

Exhibit 43, page 1

EXHIBIT "A"
(Page 1 of 2)

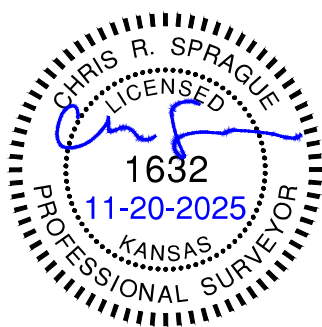
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP65000000 0066
Owner: Jena Evans
Tract 43
November 14, 2025
V_EXH1_ESMTS_A2203189

Permanent Drainage Easement:

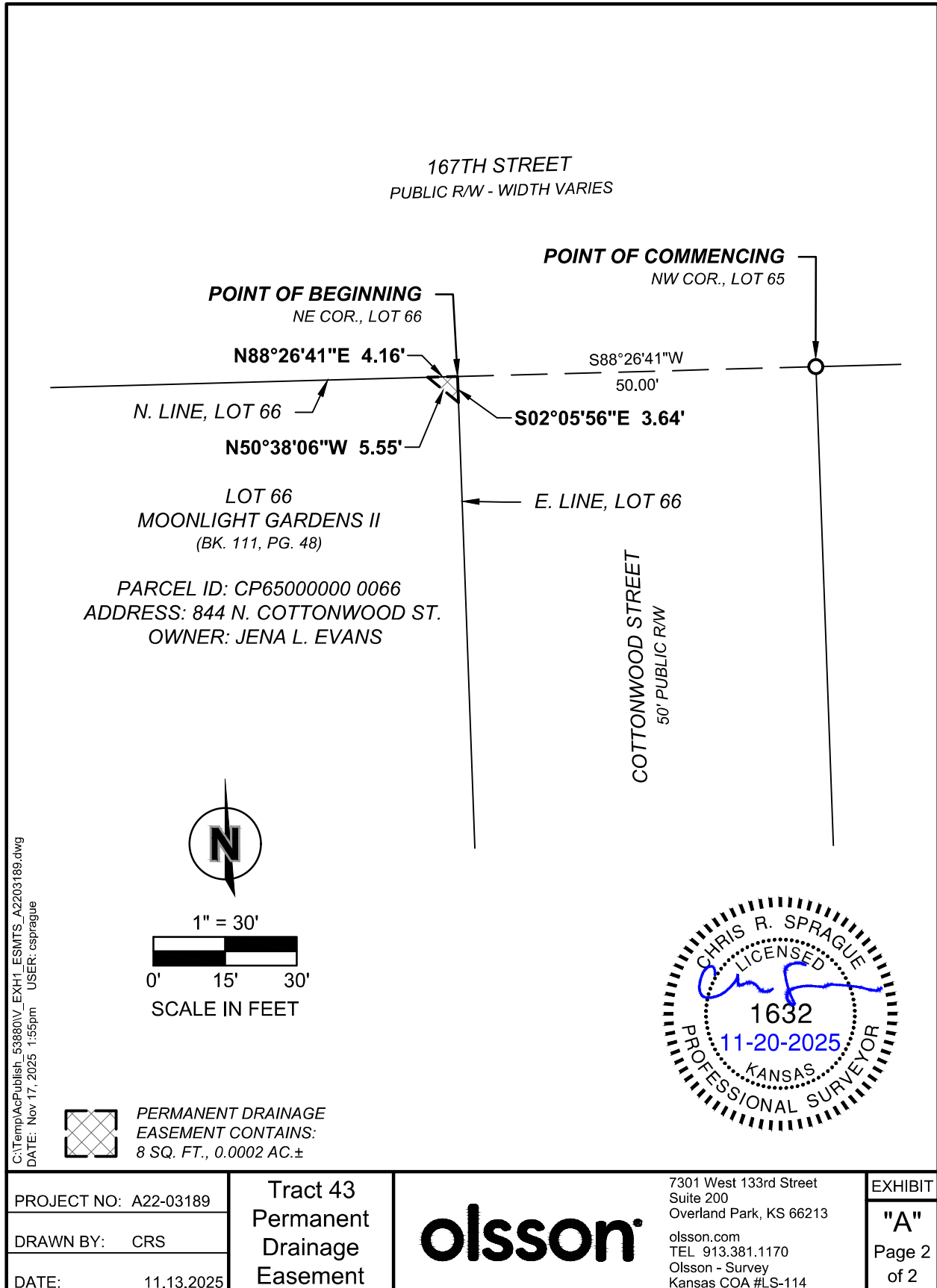
All that part of Lot 66, Moonlight Gardens II, a platted subdivision lying in the Northeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 14, 2025, as follows:

COMMENCING at the Northwest corner of Lot 65 of said Moonlight Gardens II; thence South 88 degrees 26 minutes 41 seconds West a distance of 50.00 feet to the Northeast corner of said Lot 66, the POINT OF BEGINNING; thence South 02 degrees 05 minutes 56 seconds East, on the East line of said Lot 66, a distance of 3.64 feet to a point; thence departing said East line, North 50 degrees 38 minutes 06 seconds West a distance of 5.55 feet to a point on the North line of said Lot 66; thence North 88 degrees 26 minutes 41 seconds East, on said North line, a distance of 4.16 feet to the POINT OF BEGINNING, containing 8 Square Feet, or 0.0002 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



C:\Temp\AcPublish_53880V_EXH1_ESMITS_A2203189.dwg
DATE: Nov 17, 2025 1:55pm USER: csprague

PROJECT NO: A22-03189	Tract 43 Permanent Drainage Easement		7301 West 133rd Street Suite 200 Overland Park, KS 66213 olsson.com TEL 913.381.1170 Olsson - Survey Kansas COA #LS-114	EXHIBIT "A" Page 2 of 2
DRAWN BY: CRS				
DATE: 11.13.2025				

Exhibit 43, page 3

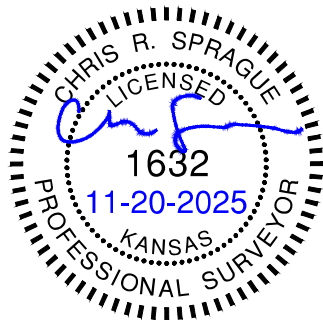
EXHIBIT "A"
(Page 1 of 2)

Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP65000000 0066
Owner: Jena Evans
Tract 43
November 14, 2025
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

All of the North 8.00 feet of Lot 66, Moonlight Gardens II, a platted subdivision lying in the Northeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, LESS AND EXCEPT 8 Square Feet or 0.0002 Acres, more or less lying in Permanent Drainage Easement, as described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 14, 2025, containing a net of 1,031 Square Feet, or 0.0237 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

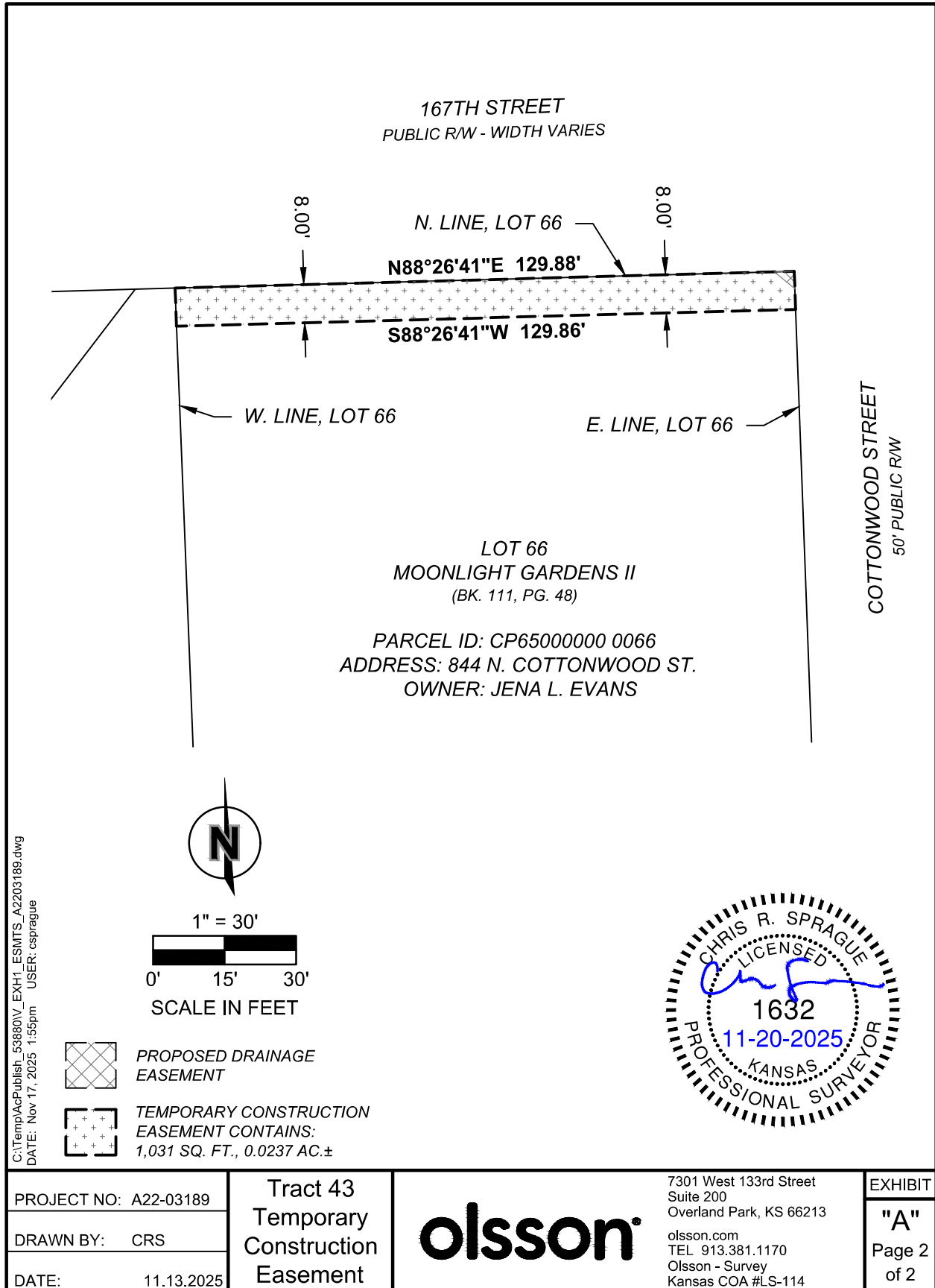


Exhibit 44, page 1

EXHIBIT "A"
(Page 1 of 2)

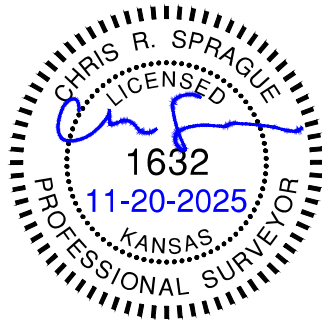
Project No.: A22-03189
167TH Street – Center to Moonlight
Parcel ID: CP65000000 0065
Owner: Wade Schneider & Lindsey Camara
Tract 44
November 14, 2025
V_EXH1_ESMTS_A2203189

Temporary Construction Easement:

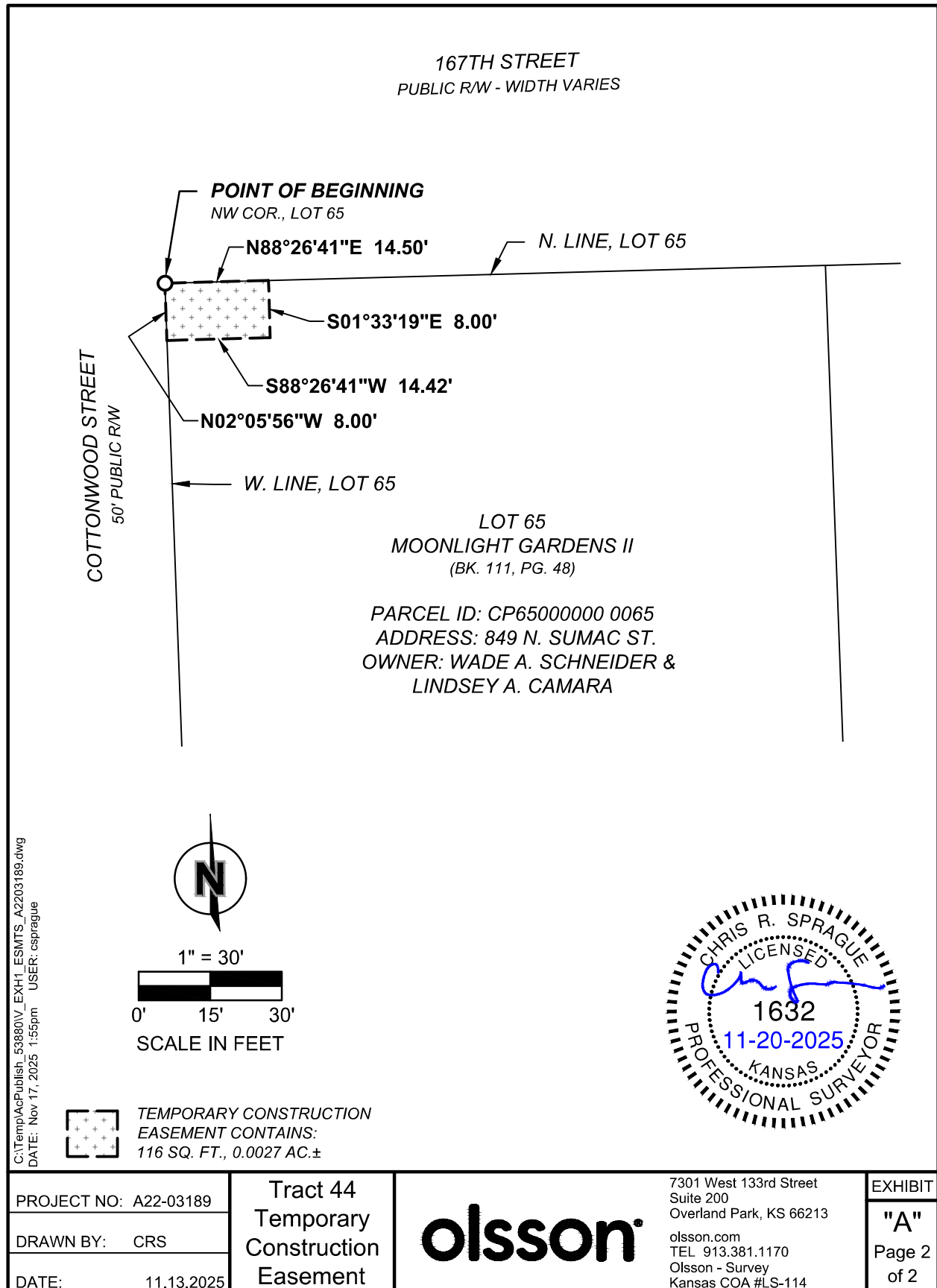
All that part of Lot 65, Moonlight Gardens II, a platted subdivision lying in the Northeast Quarter of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, more particularly described by Chris R. Sprague, Kansas PS-1632, of Olsson, LS-114, on November 14, 2025, as follows:

BEGINNING at the Northwest corner of Lot 65 of said Moonlight Gardens II; thence North 88 degrees 26 minutes 41 seconds East, on the North line of said Lot 65, a distance of 14.50 feet to a point; thence departing said North line, South 01 degree 33 minutes 19 seconds East a distance of 8.00 feet to a point; thence South 88 degrees 26 minutes 41 seconds West a distance of 14.42 feet to a point on the West line of said Lot 65; thence North 02 degrees 05 minutes 56 seconds West, on said West line, a distance of 8.00 feet to the POINT OF BEGINNING, containing 116 Square Feet, or 0.0027 Acres, more or less.

(As depicted on EXHIBIT "A" Page 2 of 2, attached and incorporated herein.)



Olsson, Inc.
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



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DATE: Nov 17, 2025 1:55pm USER: csprague

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 4

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider adopting an ordinance to condemn property through eminent domain action to construct the planned 175th Street Improvements Project.

Strategic Priority: Infrastructure and Asset Management
Promotes Economic Development

Department: Public Works

Staff Recommendation:

Staff recommends adopting an ordinance to condemn property through eminent domain action to construct the planned 175th Street Improvements Project.

Background/Description of Item:

The 175th Street Improvements Project is planned in the city's current Capital Improvement Program (PW6031). The project will improve and widen the existing roadway, requiring the acquisition of additional right-of-way and various easements from adjacent properties.

The city's property acquisition consultant has so far been unsuccessful at reaching agreements with some property owners and has recommended that the city begin eminent domain proceedings. The city will continue to negotiate and attempt to come to agreement during this process. Should agreements be unable to be reached, eminent domain action will be required for the city to obtain the necessary property to construct the project. A resolution to acquire property through eminent domain action was adopted at the August 17, 2026 Governing Body meeting as Resolution No. 2202.

Attachments included:

- Ordinance No. 2890

Suggested Motion:

Adopt Ordinance No. 2890 to condemn property through eminent domain action to construct the planned 175th Street Improvements Project.

ORDINANCE NO. 2890

AN ORDINANCE condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of the 175th Street & Clare Road Intersection Reconstruction Project within Gardner, Johnson County, Kansas and directing the City Attorney to cause the initiation of eminent domain proceedings as provided by law to acquire the real property and/or real property interests described in this ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS:

The following described real property and/or real property interests are hereby condemned and appropriated to the City of Gardner, Kansas for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of the 175th Street & Clare Road Intersection Reconstruction Project within Gardner, Johnson County, Kansas, to-wit:

See Exhibit A and Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12, which are attached hereto and incorporated herein by reference, for identification of the affected parcels and legal descriptions and surveys of specific property rights to be acquired;

1. It is hereby found that the costs of such project will be paid by the City of Gardner, Kansas.
2. The City Attorney is hereby ordered and directed forthwith to commence proceedings for the acquisition of the above-described real property and/or real property interests and to do and perform all things which might be necessary and required by law to acquire the aforementioned rights in and to said property.
3. This ordinance shall take effect and be in force after its passage, approval and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS THIS
____ DAY OF _____, 2026.

Todd Winters
Mayor

ATTEST:

Renee Rich
City Clerk

APPROVED AS TO FORM:

Ryan Denk
City Attorney

EXHIBIT A
PARCELS FROM WHICH REAL PROPERTY INTERESTS ARE TO BE ACQUIRED

Project Tract No.: 1

Property Address: No common address

Kansas Uniform Parcel ID: 461442004002002000

Fee Simple Owner: AD Trend, Inc.

Project Tract No.: 2

Property Address: 17450 Clare Road

Kansas Uniform Parcel ID: 0461442004002001000

Fee Simple Owner: Jeffrey Jacobs, Trustee of the Jeffrey Paul Jacobs Trust dated August 29, 2002, and Joy L. Jacobs, Trustee of the Joy L. Jacobs Trust

Project Tract No.: 3

Property Address: No common address

Kansas Uniform Parcel ID: 0461492901001001000

Fee Simple Owner: DAY3 LLC

Project Tract No.: 4

Property Address: No common address

Kansas Uniform Parcel ID: 0461492901005013000

Fee Simple Owner: Prairie Trace of Gardner HOA, Inc.

Project Tract No.: 5, 6, 7 & 8

Property Address: No common address

Kansas Uniform Parcel ID: 0461482802006001000; 0461482802004001000;
0461482802005001000; 0461482802007001000

Fee Simple Owner: Clare Crossing, LLC

Project Tract No.: 9

Property Address: 23933 W 175th St.

Kansas Uniform Parcel ID: 0461482802001002000

Fee Simple Owner: Epic Nursery Properties, LLC

Project Tract No.: 10, 11 & 12

Property Address: No common address

Kansas Uniform Parcel ID: 0461452103002004000; 0461452103001002000;
0461452103001001000

Fee Simple Owner: Crossroads Commerce Center, LLC

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 1

TEMPORARY CONSTRUCTION EASEMENT

AD TREND, INC.

NO ADDRESS ASSIGNED

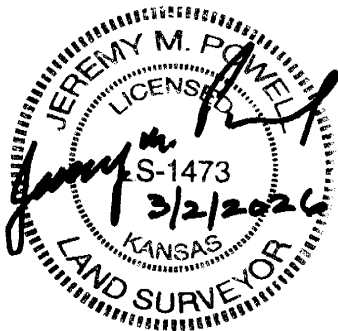
PROPERTY ID NO. CF231420-4005

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 4135, PAGE 936, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, SOUTH 87°58'01" WEST, 1968.10 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 02°01'59" WEST, 125.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 87°58'01" WEST, 34.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 02°01'59" WEST, 10.00 FEET; THENCE NORTH 87°58'01" EAST, 34.00 FEET; THENCE SOUTH 02°01'59" EAST, 10.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 340 SQUARE FEET, MORE OR LESS.

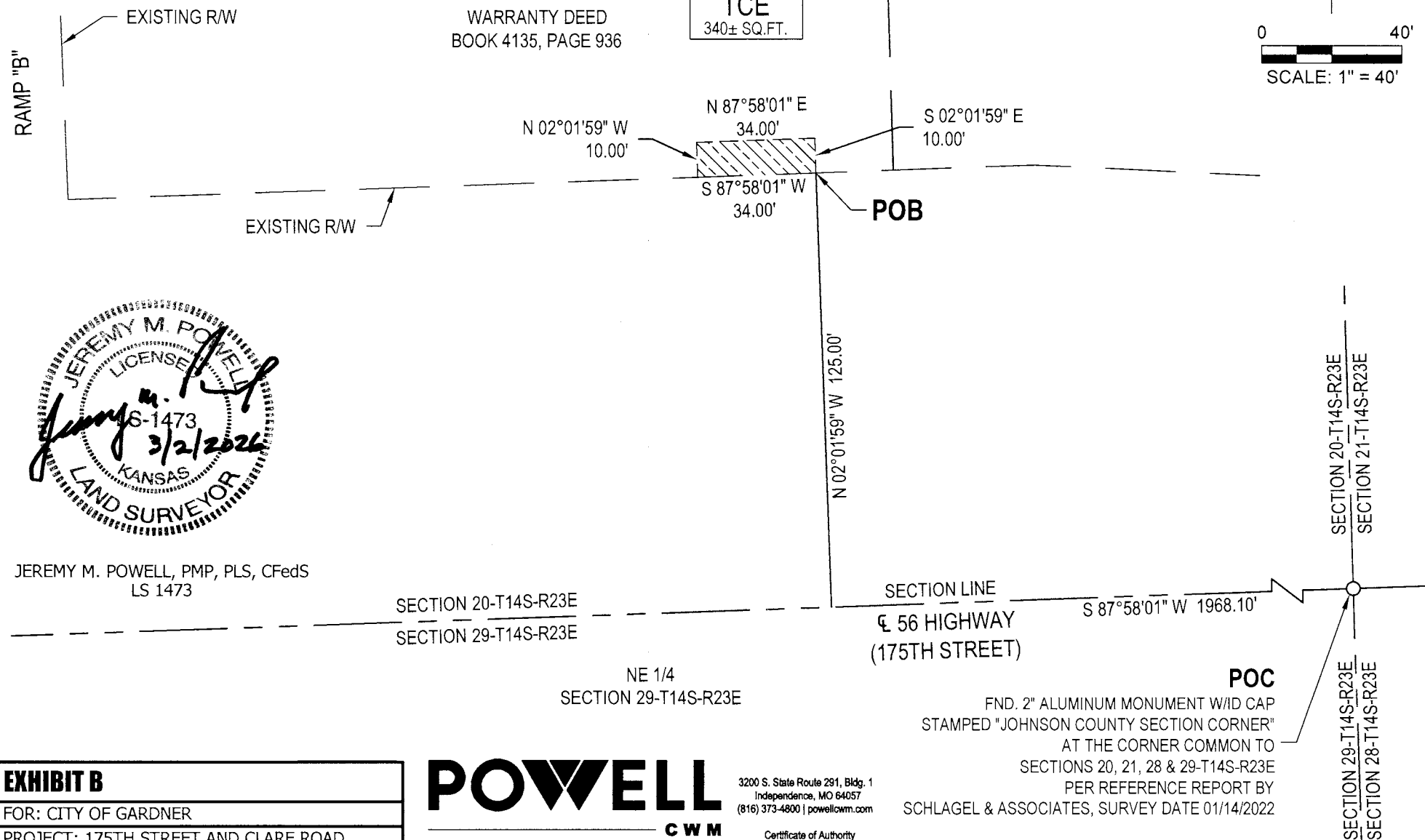


JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

LEGEND:

-  TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 TCE TEMPORARY CONSTRUCTION EASEMENT
 R/W RIGHT-OF-WAY

**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 13, 2026

POWELL**C W M****ARCHITECTURE/ENGINEERING/SURVEYING**

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 2

TRACT OF LAND

JOY L JACOBS TRUST

17450 CLARE ROAD

GARDNER, KS 66030

PROPERTY ID NO. CF231420-4007

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TRACT OF LAND BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 200606, PAGE 011223, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, SOUTH 87°58'01" WEST, 59.53 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 02°01'59" WEST, 80.00 FEET, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET AND THE WEST RIGHT-OF-WAY LINE OF CLARE ROAD, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 87°58'01" WEST, 296.10 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 02°01'59" WEST, 5.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87°58'01" WEST, 695.10 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 02°01'59" WEST, 15.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 87°58'01" EAST, 971.32 FEET; THENCE NORTH 43°08'13" EAST, 28.37 FEET; THENCE NORTH 01°41'35" WEST, 825.36 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID CLARE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 12°08'26" EAST, 193.02 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 88°18'25" EAST, 5.00 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°41'35" EAST, 360.19 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 15°49'59" WEST, 99.62 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°54'19" WEST, 220.58 FEET, TO THE POINT OF BEGINNING AND CONTAINS 37,756 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 2

PERMANENT DRAINAGE EASEMENT

JOY L JACOBS TRUST
17450 CLARE ROAD
GARDNER, KS 66030
PROPERTY ID NO. CF231420-4007

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A PERMANENT DRAINAGE EASEMENT BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 200606, PAGE 011223, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, SOUTH 87°58'01" WEST, 1121.87 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 02°01'59" WEST, 85.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, NORTH 32°28'18" WEST, 53.56 FEET; THENCE NORTH 88°15'02" EAST, 52.35 FEET; THENCE SOUTH 32°28'18" EAST, 24.26 FEET, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 87°58'01" WEST, 31.36 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02°01'59" EAST, 25.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87°58'01" WEST, 6.15 FEET, TO THE POINT OF BEGINNING AND CONTAINS 1,436 SQUARE FEET, MORE OR LESS



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 2

TEMPORARY CONSTRUCTION EASEMENT

JOY L JACOBS TRUST
17450 CLARE ROAD
GARDNER, KS 66030
PROPERTY ID NO. CF231420-4007

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 200606, PAGE 011223, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE SOUTH LINE OF SAID SECTION 20, SOUTH 87°58'01" WEST, 1121.87 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 02°01'59" WEST, 85.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 87°58'01" WEST, 11.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 32°28'18" WEST, 59.44 FEET; THENCE NORTH 88°15'02" EAST, 75.61 FEET; THENCE SOUTH 32°28'18" EAST, 30.01 FEET, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 87°58'01" WEST, 11.60 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 32°28'18" WEST, 24.26 FEET; THENCE SOUTH 88°15'02" WEST, 52.35 FEET; THENCE SOUTH 32°28'18" EAST, 53.56 FEET, TO THE POINT OF BEGINNING AND CONTAINS 1,156 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 2

TEMPORARY CONSTRUCTION EASEMENT

JOY L JACOBS TRUST
17450 CLARE ROAD
GARDNER, KS 66030
PROPERTY ID NO. CF231420-4007

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 200606, PAGE 011223, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE EAST LINE OF SAID SECTION 20, NORTH 01°41'35" WEST, 109.59 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 88°18'25" WEST, 70.00 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, NORTH 01°41'35" WEST, 106.90 FEET; THENCE SOUTH 88°18'25" WEST, 10.00 FEET; THENCE NORTH 01°41'35" WEST, 26.00 FEET; THENCE NORTH 88°18'25" EAST, 10.00 FEET; THENCE NORTH 01°41'35" WEST, 181.86 FEET; THENCE SOUTH 88°18'25" WEST, 15.00 FEET; THENCE NORTH 01°41'35" WEST, 36.00 FEET; THENCE NORTH 88°18'25" EAST, 15.00 FEET; THENCE NORTH 01°41'35" WEST, 193.12 FEET; THENCE NORTH 88°18'25" EAST, 10.00 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 01°41'35" EAST, 533.83 FEET; THENCE SOUTH 43°08'13" WEST, 14.18 FEET, TO THE POINT OF BEGINNING AND CONTAINS 6,189 SQUARE FEET, MORE OR LESS.

AND

A TEMPORARY CONSTRUCTION EASEMENT, COMMENCING AT THE AFOREMENTIONED POINT "A", THENCE NORTH 01°41'35" WEST, 45.23 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 88°18'25" WEST, 100.00 FEET; THENCE NORTH 01°41'35" WEST, 125.00 FEET; THENCE NORTH 88°18'25" EAST, 100.00 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE SOUTH 01°41'35" EAST, 125.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 12,500 SQUARE FEET, MORE OR LESS.

AND

A TEMPORARY CONSTRUCTION EASEMENT, COMMENCING AT THE AFOREMENTIONED POINT "B", THENCE NORTH 01°41'35" WEST, 30.60 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 88°18'25" WEST, 10.00 FEET; THENCE NORTH 01°41'35" WEST, 26.00 FEET; THENCE NORTH 88°18'25" EAST, 10.00 FEET; THENCE SOUTH 01°41'35" EAST, 26.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 260 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PLS, CFedS

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

LEGEND:

-  TRACT OF LAND
 PERMANENT DRAINAGE EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 PDE PERMANENT DRAINAGE EASEMENT
 TCE TEMPORARY CONSTRUCTION EASEMENT
 R/W RIGHT-OF-WAY

2

JOY L JACOBS TRUST

 WARRANTY DEED
 BOOK 200606, PAGE 011223

 LINE TABLE
 L1. S 88°18'25" W 10.00'

 TRACT
 37,756± SQ.FT.

 TCE 2
 6,189± SQ.FT.

 WATERLINE EASEMENT
 BOOK 202102, PAGE 003505

 (TCE 2) **POB**
 N 43°08'13" E
 28.37' (TRACT)

 § 56 HIGHWAY
 (175TH STREET)

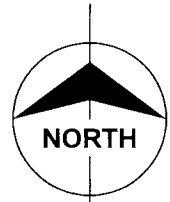
 NE 1/4
 SECTION 29-T14S-R23E

POWELL

 C W M
 ARCHITECTURE/ENGINEERING/SURVEYING

 3200 S. State Route 291, Bldg. 1
 Independence, MO 64057
 (816) 373-4800 | powellcwm.com

 Certificate of Authority
 Land Surveying: MO 123 / KS 36

 BEARINGS ARE BASED ON
 KANSAS STATE PLANE
 COORDINATE SYSTEM,
 NORTH ZONE, NAD 1983
EXHIBIT B
 0 80'
 SCALE: 1" = 80'

 JEREMY M. POWELL, PMP, PLS, CFedS
 LS 1473
POC
 FND. 2" ALUMINUM MONUMENT W/ID CAP
 STAMPED "JOHNSON COUNTY SECTION CORNER"
 AT THE CORNER COMMON TO
 SECTIONS 20, 21, 28 & 29-T14S-R23E
 PER REFERENCE REPORT BY
 SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022

 SECTION 21-T14S-R23E
 SECTION 28-T14S-R23E

 NW 1/4
 SECTION 28-T14S-R23E
EXHIBIT B

FOR: CITY OF GARDNER

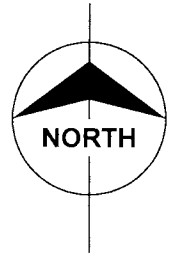
PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 16, 2026

LEGEND:

-  TRACT OF LAND
 PERMANENT DRAINAGE EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 PDE PERMANENT DRAINAGE EASEMENT
 TCE TEMPORARY CONSTRUCTION EASEMENT
 R/W RIGHT-OF-WAY

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

0 80'
SCALE: 1" = 80'

SE 1/4
SECTION 20-T14S-R23E

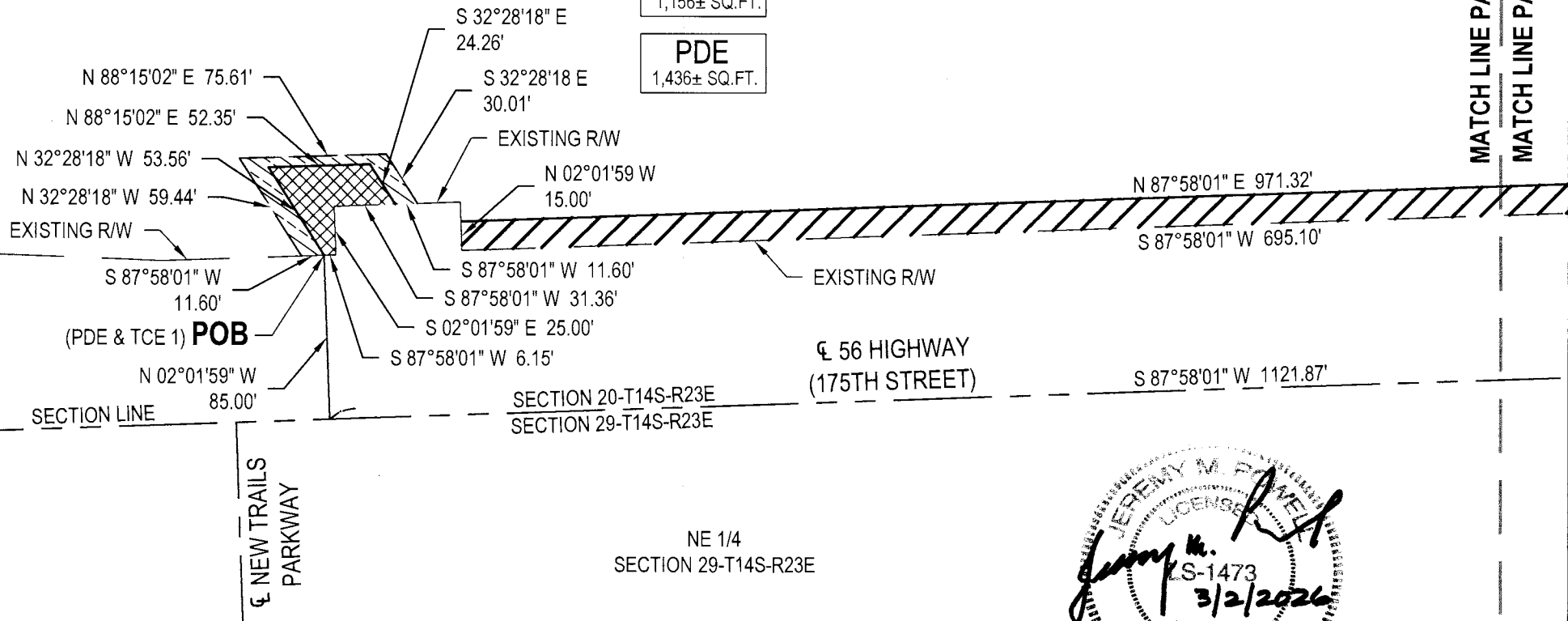
2

JOY L JACOBS TRUST

WARRANTY DEED
BOOK 200606, PAGE 011223

TCE 1
1,156± SQ.FT.

PDE
1,436± SQ.FT.



MATCH LINE PAGE 2
MATCH LINE PAGE 1

EXHIBIT B

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 16, 2026

POWELL**C W M****ARCHITECTURE/ENGINEERING/SURVEYING**

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

PAGE 2 OF 3

LEGEND:

-  TRACT OF LAND
 PERMANENT DRAINAGE EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 PDE PERMANENT DRAINAGE EASEMENT
 TCE TEMPORARY CONSTRUCTION EASEMENT
 R/W RIGHT-OF-WAY

SE 1/4
SECTION 20-T14S-R23E

TCE 4
260± SQ.FT.

2

JOY L JACOBS TRUST

WARRANTY DEED
BOOK 200606, PAGE 011223

LINE TABLE

- L2. N 01°41'35" W 45.23' (TCE 3)
 L3. N 01°41'35" W 30.60' (TCE 4)
 L4. S 88°18'25" W 10.00'
 L5. S 01°41'35" E 26.00' (TCE 4)

POWELL
CWM
ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
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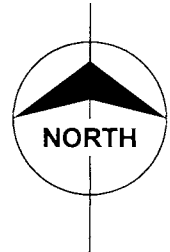
EXHIBIT B

FOR: CITY OF GARDNER

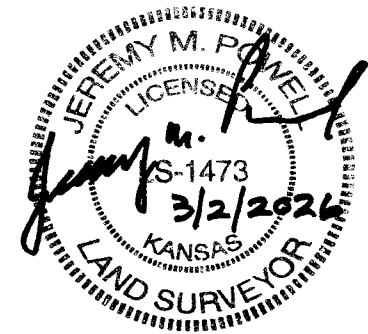
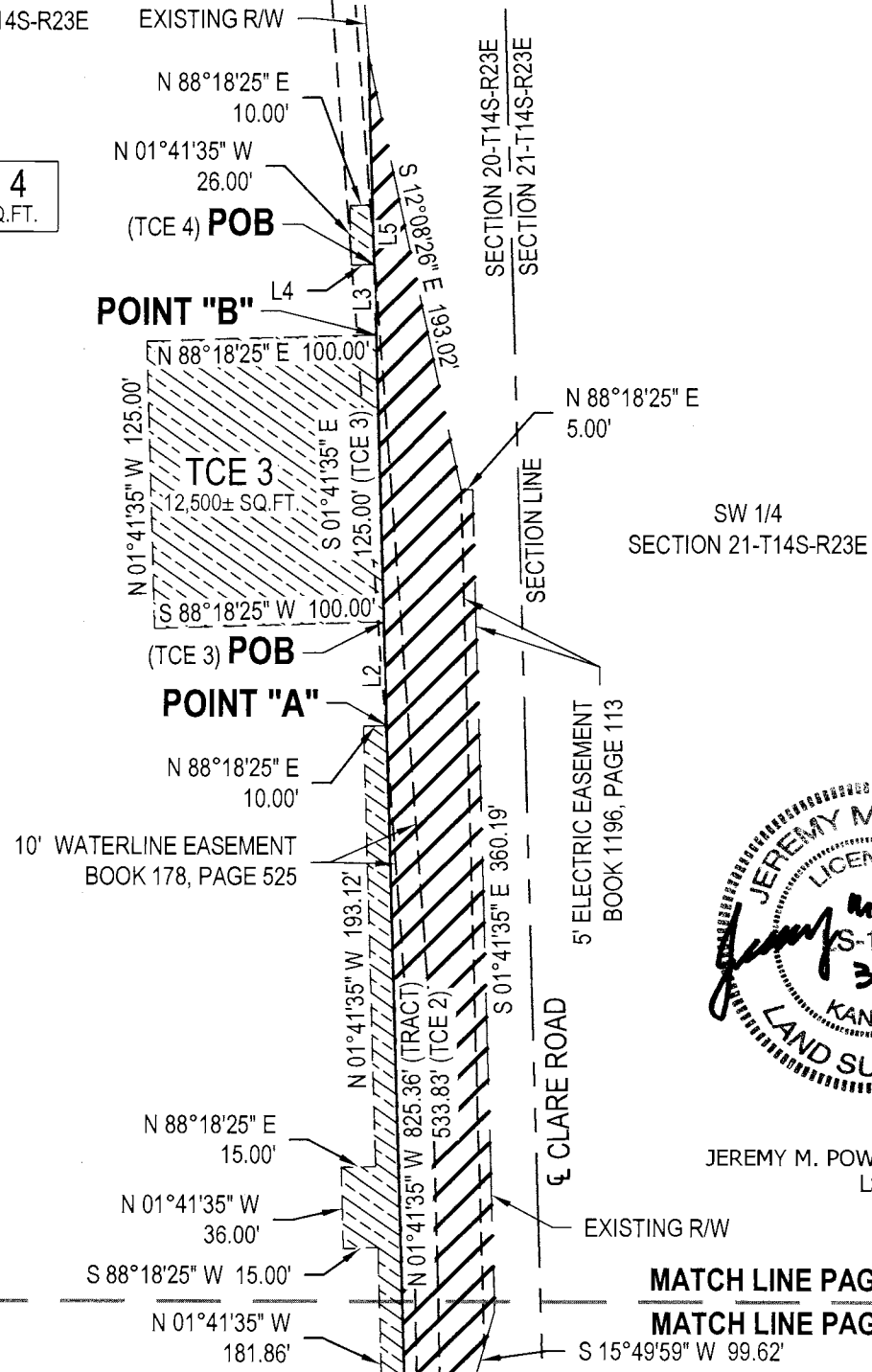
PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 16, 2026

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

0 80'
SCALE: 1" = 80'



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

PAGE 3 OF 3

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 3

TRACT OF LAND

DAY3 LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CF231429-3002

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TRACT OF LAND BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 20140612, PAGE 3952, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE NORTH LINE OF SAID SECTION 29, SOUTH 87°58'01" WEST, 59.69 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 02°01'59" EAST, 70.00 FEET, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 175TH STREET AND THE WEST RIGHT-OF-WAY LINE OF CLARE ROAD, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 18°44'58" EAST, 135.67 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°50'26" EAST, 802.00 FEET, TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF 177TH STREET, AS NOW ESTABLISHED; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 88°09'34" WEST, 40.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 881.80 FEET; THENCE NORTH 46°56'12" WEST, 28.24 FEET; THENCE SOUTH 87°58'01" WEST, 836.55 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID 175TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 73°02'08" EAST, 116.43 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 87°58'01" EAST, 744.69 FEET, TO THE POINT OF BEGINNING AND CONTAINS 58,922 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 3

PERMANENT DRAINAGE EASEMENT

DAY3 LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CF231429-3002

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A PERMANENT DRAINAGE EASEMENT BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 20140612, PAGE 3952, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE NORTH LINE OF SAID SECTION 29, SOUTH 87°58'01" WEST, 996.80 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 02°01'59" EAST, 110.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 02°01'59" EAST, 30.00 FEET; THENCE SOUTH 87°58'01" WEST, 45.00 FEET; THENCE NORTH 02°01'59" WEST, 30.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID 175TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 87°58'01" EAST, 45.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 1,350 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 3

TEMPORARY CONSTRUCTION EASEMENT

DAY3 LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CF231429-3002

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 20140612, PAGE 3952, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE NORTH LINE OF SAID SECTION 29, SOUTH 87°58'01" WEST, 94.45 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 02°01'59" EAST, 100.00 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A", THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, NORTH 87°58'01" EAST, 14.12 FEET; THENCE SOUTH 46°56'12" EAST, 28.24 FEET; THENCE SOUTH 01°50'26" EAST, 881.80 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 177TH STREET, AS NOW ESTABLISHED; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 88°09'34" WEST, 15.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 285.00 FEET; THENCE NORTH 88°09'34" EAST, 5.00 FEET; THENCE NORTH 01°50'26" WEST, 592.65 FEET; THENCE NORTH 46°56'12" WEST, 34.05 FEET, TO THE POINT OF BEGINNING AND CONTAINS 10,534 SQUARE FEET, MORE OR LESS.

AND

A TEMPORARY CONSTRUCTION EASEMENT, COMMENCING AT THE AFOREMENTIONED POINT "A", THENCE SOUTH 87°58'01" WEST, 786.36 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 02°01'59" EAST, 5.00 FEET; THENCE SOUTH 87°58'01" WEST, 26.00 FEET; THENCE NORTH 02°01'59" WEST, 5.00 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE NORTH 87°58'01" EAST, 26.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 130 SQUARE FEET, MORE OR LESS.

AND

A TEMPORARY CONSTRUCTION EASEMENT, COMMENCING AT THE AFOREMENTIONED POINT "B", THENCE SOUTH 87°58'01" WEST, 10.07 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 175TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 73°02'08" WEST, 38.81 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 87°58'01" WEST, 30.65 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 02°01'59" EAST, 35.00 FEET; THENCE SOUTH 87°58'01" WEST, 124.97 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NEW TRAILS PARKWAY; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 02°01'59" WEST, 35.00 FEET, TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF SAID 175TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 87°58'01" EAST, 68.20 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 02°01'59" EAST, 30.00 FEET; THENCE NORTH 87°58'01" EAST, 45.00 FEET; THENCE NORTH 02°01'59" WEST, 30.00 FEET, TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 87°58'01" EAST, 11.77 FEET, TO THE POINT OF BEGINNING AND CONTAINS 3,024 SQUARE FEET, MORE OR LESS.



POWELL CWM, INC.

MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123

KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

LEGEND:

-  TRACT OF LAND
 PERMANENT DRAINAGE EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 PDE PERMANENT DRAINAGE EASEMENT
 TCE TEMPORARY CONSTRUCTION EASEMENT
 R/W RIGHT-OF-WAY

MATCH LINE PAGE 1
MATCH LINE PAGE 2

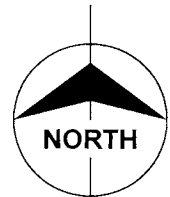
EXISTING R/W

EXHIBIT B

CLAREMONT COURT

EXISTING R/W

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983



0 80'
SCALE: 1" = 80'

NW 1/4
SECTION 28-T14S-R23E

NE 1/4
SECTION 29-T14S-R23E

WARRANTY DEED
BOOK 20140612, PAGE 3952

WATER LINE EASEMENT
BOOK 202101, PAGE 1252

WATER LINE EASEMENT
BOOK 202105, PAGE 7564

15' ELECTRIC EASEMENT
BOOK 202011, PAGE 1898

10' UTILITY EASEMENT
BOOK 202101, PAGE 1244

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com
Certificate of Authority
Land Surveying: MO 123 / KS 36

POWELL
C W M
ARCHITECTURE/ENGINEERING/SURVEYING

EXISTING R/W

CLARE ROAD

S 88°09'34" W
15.00'

S 88°09'34" W
40.00'

JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

PAGE 2 OF 3

EXHIBIT B

FOR: CITY OF GARDNER

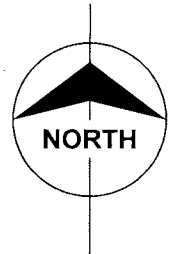
PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 19, 2026

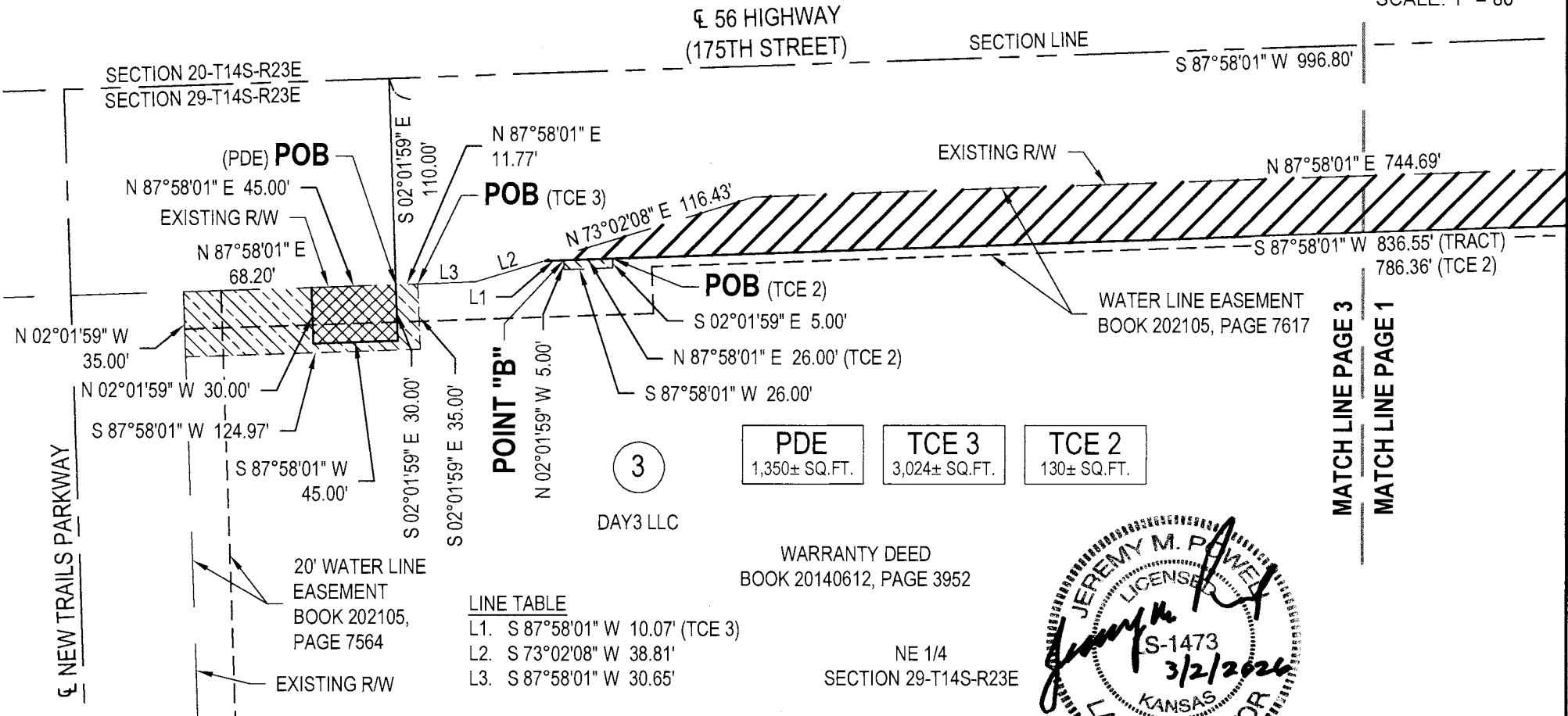
LEGEND:

-  TRACT OF LAND
 PERMANENT DRAINAGE EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 PDE PERMANENT DRAINAGE EASEMENT
 TCE TEMPORARY CONSTRUCTION EASEMENT
 R/W RIGHT-OF-WAY

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

0 80'
SCALE: 1" = 80'

**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 19, 2026

POWELL**C W M****ARCHITECTURE/ENGINEERING/SURVEYING**

3200 S. State Route 291, Bldg. 1
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Certificate of Authority
Land Surveying: MO 123 / KS 36



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

PAGE 3 OF 3

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 4

TEMPORARY CONSTRUCTION EASEMENT

PRAIRIE TRACE OF GARDNER HOMES ASSOCIATION INC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CP73110000 0T0A

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF TRACT "A", PRAIRIE TRACE ESTATES, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE EAST LINE OF SAID SECTION 29, SOUTH 01°50'26" EAST, 1082.00 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 88°09'34" WEST, 60.00 FEET, TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF CLARE ROAD AND THE SOUTH RIGHT-OF-WAY LINE OF 177TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°50'26" EAST, 915.51 FEET, TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF 178TH STREET, AS NOW ESTABLISHED; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 88°09'34" WEST, 32.57 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 10.00 FEET; THENCE NORTH 43°09'34" EAST, 39.00 FEET; THENCE NORTH 01°50'26" WEST, 227.93 FEET; THENCE SOUTH 88°09'34" WEST, 5.00 FEET; THENCE NORTH 01°50'26" WEST, 300.00 FEET; THENCE SOUTH 88°09'34" WEST, 10.00 FEET; THENCE NORTH 01°50'26" WEST, 350.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID 177TH STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°09'34" EAST, 20.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 11,983 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

LEGEND:

TEMPORARY CONSTRUCTION EASEMENT

POB

POINT OF BEGINNING

POC

POINT OF COMMENCEMENT

TCE

TEMPORARY CONSTRUCTION EASEMENT

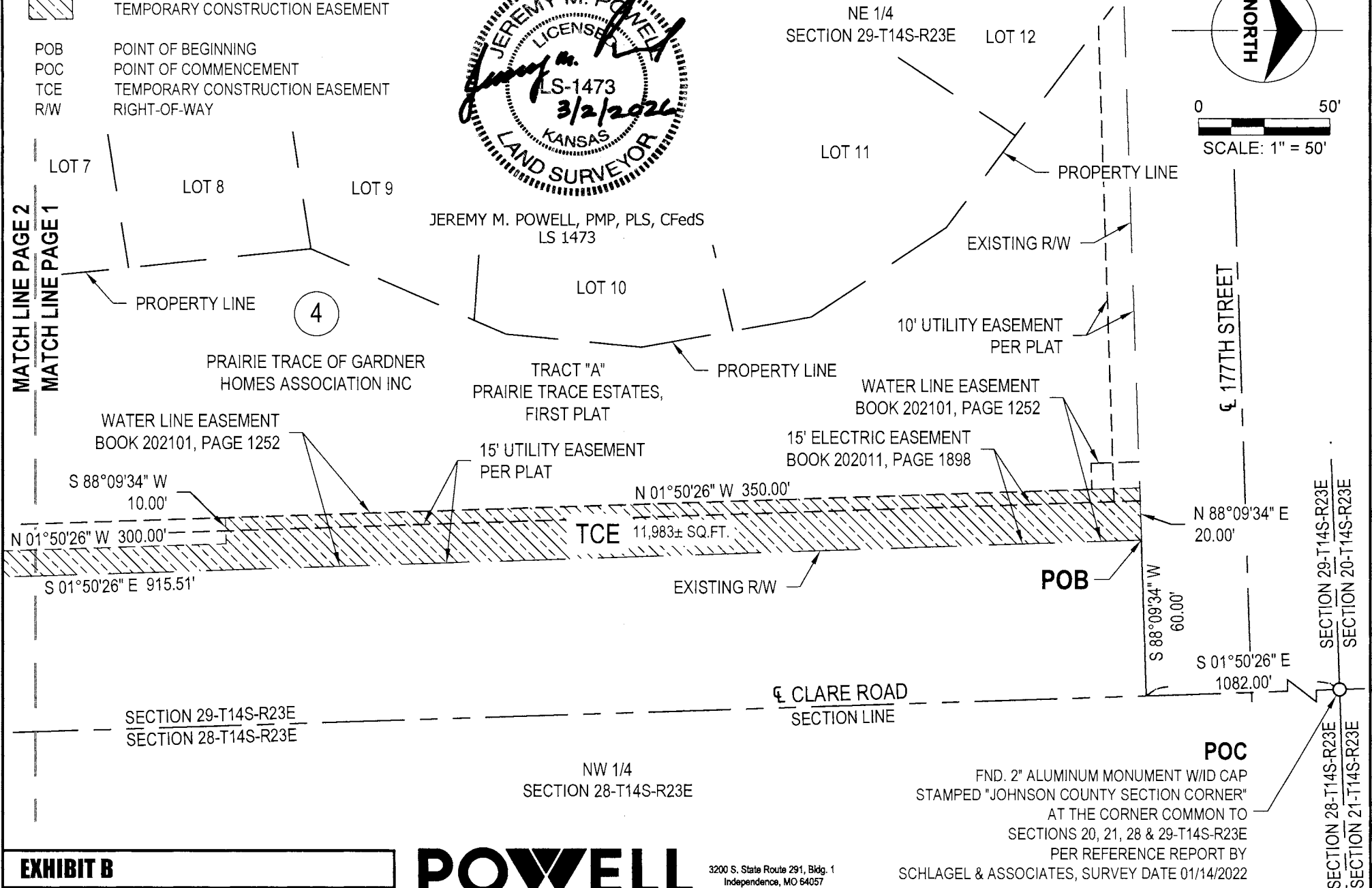
R/W

RIGHT-OF-WAY



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

MATCH LINE PAGE 2
MATCH LINE PAGE 1

**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 19, 2026

POWELL

CWM

ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36

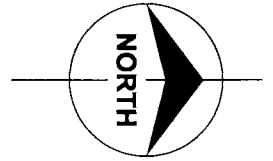
PAGE 1 OF 2

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

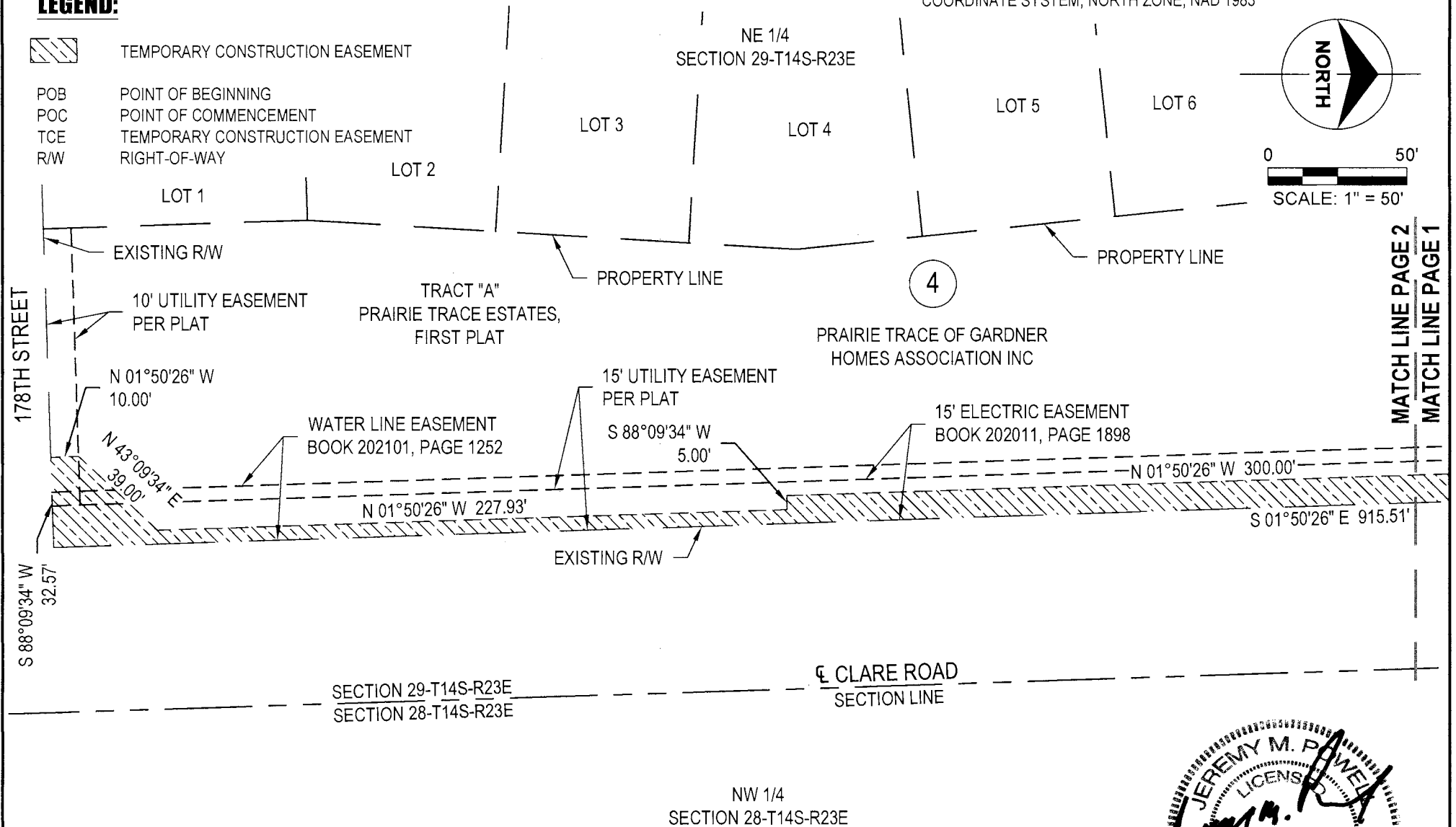
EXHIBIT B

LEGEND:

 TEMPORARY CONSTRUCTION EASEMENT
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 TCE TEMPORARY CONSTRUCTION EASEMENT
 R/W RIGHT-OF-WAY



0 50'
SCALE: 1" = 50'

**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 19, 2026

POWELL

C W M

ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

PAGE 2 OF 2

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 5

PERMANENT SIDEWALK EASEMENT

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

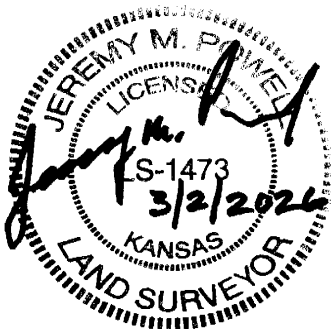
PROPERTY ID NO. CP27500000 0T05

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A PERMANENT SIDEWALK EASEMENT BEING PART OF TRACT 5, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE WEST LINE OF SAID SECTION 28, SOUTH 01°50'26" EAST, 1082.00 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°09'34" EAST, 85.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 177TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°09'34" EAST, 4.24 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 43°09'34" WEST, 36.41 FEET; THENCE SOUTH 01°50'26" EAST, 149.78 FEET; THENCE SOUTH 01°58'25" WEST, 52.62 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLARE ROAD, AS NOW ESTABLISHED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 203.02 FEET, TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND SAID SOUTH RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 43°09'34" EAST, 35.36 FEET, TO THE POINT OF BEGINNING AND CONTAINS 725 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 5

TEMPORARY CONSTRUCTION EASEMENT

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CP27500000 0T05

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF TRACT 5, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE WEST LINE OF SAID SECTION 28, SOUTH 01°50'26" EAST, 1082.00 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°09'34" EAST, 85.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 177TH STREET, AS NOW ESTABLISHED; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°09'34" EAST, 4.24 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 43°09'34" WEST, 13.08 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, SOUTH 01°50'26" EAST, 900.65 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 178TH STREET, AS NOW ESTABLISHED; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 87°19'16" WEST, 20.00 FEET, TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF CLARE ROAD, AS NOW ESTABLISHED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 682.17 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 01°58'25" EAST, 52.62 FEET; THENCE NORTH 01°50'26" WEST, 149.78 FEET; THENCE NORTH 43°09'34" EAST, 23.33 FEET, TO THE POINT OF BEGINNING AND CONTAINS 17,206 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

LEGEND:

PERMANENT SIDEWALK EASEMENT



TEMPORARY CONSTRUCTION EASEMENT

POB

POINT OF BEGINNING

POC

POINT OF COMMENCEMENT

PSE

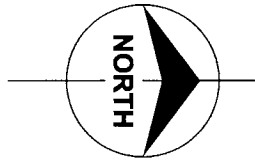
PERMANENT SIDEWALK EASEMENT

TCE

TEMPORARY CONSTRUCTION EASEMENT

R/W

RIGHT-OF-WAY



0 40'

SCALE: 1" = 40'

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983NE 1/4
SECTION 29-T14S-R23E

POC

FND. 2" ALUMINUM MONUMENT W/ID CAP
STAMPED "JOHNSON COUNTY SECTION CORNER"
AT THE CORNER COMMON TO SECTIONS 20, 21, 28 & 29-T14S-R23E
PER REFERENCE REPORT BY
SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022SECTION 29-T14S-R23E
SECTION 28-T14S-R23ECLARE ROAD
SECTION LINES 01°50'26" E
1082.00'SECTION 28-T14S-R23E
SECTION 21-T14S-R23ES 87°19'16" W
20.00'

N 01°50'26" W 682.17'

EXISTING R/W

N 01°50'26" W 203.02'

S 01°58'25" W
52.62'

S 01°50'26" E 149.78'

S 01°50'26" E 900.65'

15' UTILITY EASEMENT
PER PLATTCE
17,206± SQ.FT.PSE
725± SQ.FT.

5

CLARE CROSSING LLC

TRACT 5
CLARE CROSSING,
FIRST PLATN 43°09'34" E
35.36'

N 88°09'34" E 85.00'

POB (PSE)

N 88°09'34" E
4.24'

EXISTING R/W

N 43°09'34" E
23.33' (TCE)S 43°09'34" W
36.41' (PSE)

(TCE) POB

S 43°09'34" W
13.08' (TCE)15' UTILITY EASEMENT
PER PLAT

177TH STREET

EXISTING R/W

15' UTILITY EASEMENT
PER PLATNW 1/4
SECTION 28-T14S-R23E**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 16, 2026

POWELL
C W M
ARCHITECTURE/ENGINEERING/SURVEYING3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.comCertificate of Authority
Land Surveying: MO 123 / KS 36JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 6

TRACT OF LAND

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CP27500000 0T02

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TRACT OF LAND BEING PART OF TRACT 2, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE WEST LINE OF SAID SECTION 28, SOUTH 01°50'26" EAST, 564.94 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°09'34" EAST, 60.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLARE ROAD, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 25.00 FEET, TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF CLAREMONT COURT, AS NOW ESTABLISHED; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'22" EAST, 25.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 43°07'58" WEST, 35.37 FEET, TO THE POINT OF BEGINNING AND CONTAINS 312 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 6

PERMANENT SIDEWALK EASEMENT

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CP27500000 0T02

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A PERMANENT SIDEWALK EASEMENT BEING PART OF TRACT 2, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE WEST LINE OF SAID SECTION 28, SOUTH 01°50'26" EAST, 564.94 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°09'34" EAST, 60.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLARE ROAD, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, NORTH 43°07'58" EAST, 35.37 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CLAREMONT COURT, AS NOW ESTABLISHED; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'22" EAST, 15.56 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 43°07'58" WEST, 43.95 FEET; THENCE SOUTH 01°50'26" EAST, 121.29 FEET; THENCE SOUTH 03°06'54" WEST, 109.98 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID CLARE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 236.91 FEET, TO THE POINT OF BEGINNING AND CONTAINS 2,138 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 6

TEMPORARY CONSTRUCTION EASEMENT

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CP27500000 0T02

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF TRACT 2, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE WEST LINE OF SAID SECTION 28, SOUTH 01°50'26" EAST, 564.94 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°09'34" EAST, 60.00 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLARE ROAD, AS NOW ESTABLISHED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 25.00 FEET, TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF CLAREMONT COURT, AS NOW ESTABLISHED; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'22" EAST, 40.56 FEET, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'22" EAST, 7.07 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 43°07'58" WEST, 39.10 FEET; THENCE SOUTH 01°50'26" EAST, 429.45 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 177TH STREET, AS NOW ESTABLISHED; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 46°50'26" WEST, 28.28 FEET, TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF SAID CLARE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°50'26" WEST, 175.16 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 03°06'54" EAST, 109.98 FEET; THENCE NORTH 01°50'26" WEST, 121.29 FEET; THENCE NORTH 43°07'58" EAST, 43.95 FEET, TO THE POINT OF BEGINNING AND CONTAINS 6,873 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

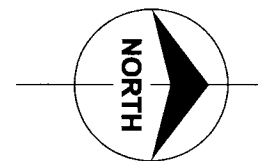
POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

LEGEND:

-  TRACT OF LAND
-  PERMANENT SIDEWALK EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PSE PERMANENT SIDEWALK EASEMENT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- R/W RIGHT-OF-WAY

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

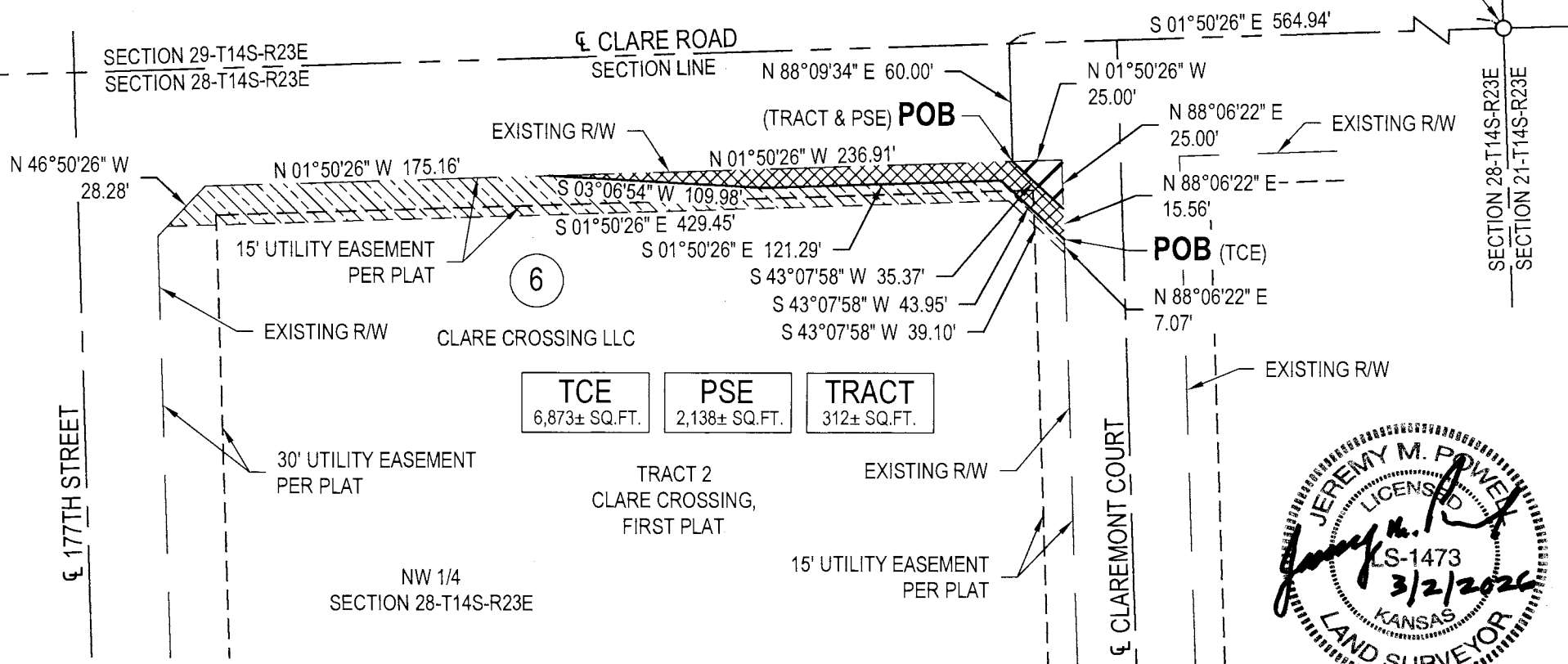
0 80'

SCALE: 1" = 80'

NE 1/4
SECTION 29-T14S-R23E

POC

FND. 2" ALUMINUM MONUMENT W/ID CAP
STAMPED "JOHNSON COUNTY SECTION CORNER"
AT THE CORNER COMMON TO SECTIONS 20, 21, 28 & 29-T14S-R23E
PER REFERENCE REPORT BY
SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022

**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 16, 2026

POWELL**C W M****ARCHITECTURE/ENGINEERING/SURVEYING**

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36

JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 7

PERMANENT SIDEWALK EASEMENT

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CP27500000 0T01

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A PERMANENT SIDEWALK EASEMENT BEING PART OF TRACT 1, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE NORTH LINE OF SAID SECTION 28, NORTH 88°06'17" EAST, 637.48 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01°53'43" EAST, 100.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'17" EAST, 10.00 FEET, TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF CLARE CROSSING DRIVE, AS NOW ESTABLISHED; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°53'38" EAST, 10.00 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 46°53'10" WEST, 14.14 FEET, TO THE POINT OF BEGINNING AND CONTAINS 50 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

SW 1/4
SECTION 21-T14S-R23E

SECTION LINE

SECTION 21-T14S-R23E
SECTION 28-T14S-R23E

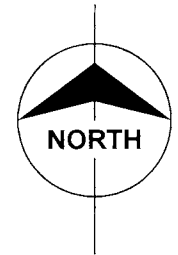
N 88°06'17" E 637.48'

CL 56 HIGHWAY
(175TH STREET)

POC

FND. 2" ALUMINUM MONUMENT W/D CAP
STAMPED "JOHNSON COUNTY SECTION CORNER"
AT THE CORNER COMMON TO
SECTIONS 20, 21, 28 & 29-T14S-R23E
PER REFERENCE REPORT BY
SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022

SECTION 29-T14S-R23E
SECTION 28-T14S-R23E



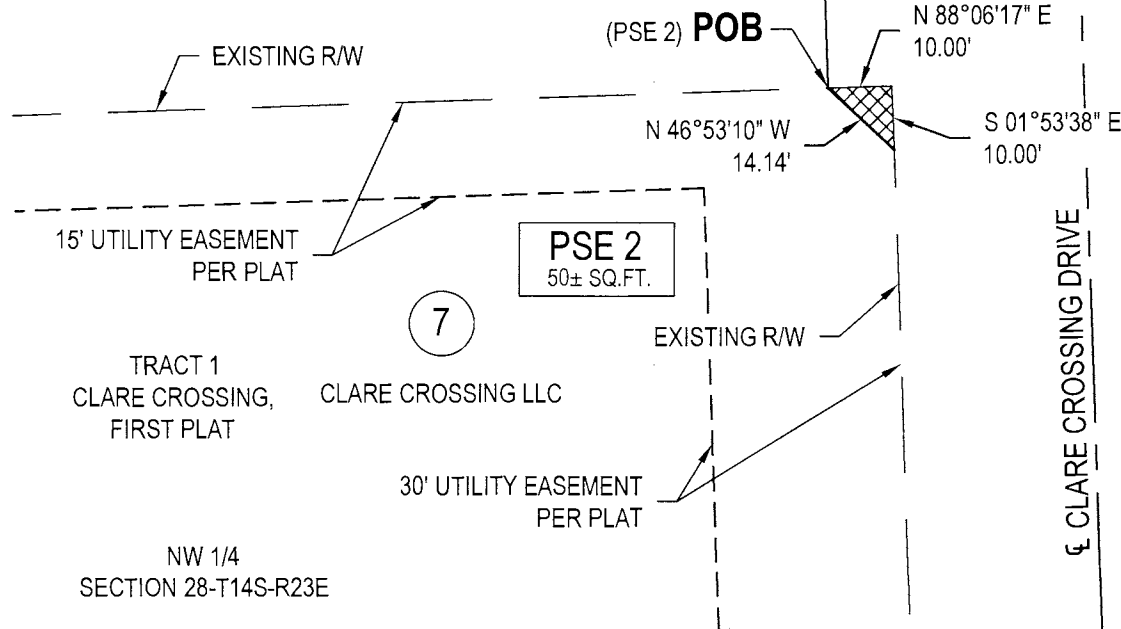
0 30'
SCALE: 1" = 30'

LEGEND:

PERMANENT SIDEWALK EASEMENT

POB
POC
PSE
R/W

POINT OF BEGINNING
POINT OF COMMENCEMENT
PERMANENT SIDEWALK EASEMENT
RIGHT-OF-WAY

**EXHIBIT B**

FOR: CITY OF GARDNER

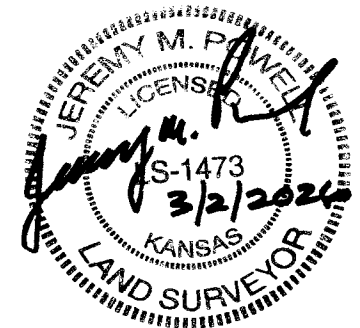
PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 16, 2026

POWELL**C W M****ARCHITECTURE/ENGINEERING/SURVEYING**

3200 S. State Route 291, Bldg. 1
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(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 8

TRACT OF LAND

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CP27500000 0T03

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TRACT OF LAND BEING PART OF TRACT 3, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE FROM THE POINT OF BEGINNING, ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'17" EAST, 25.00 FEET, TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF HARMONY ROAD, AS NOW ESTABLISHED; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 02°08'35" EAST, 85.84 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 09°56'18" WEST, 56.09 FEET; THENCE NORTH 31°56'18" WEST, 35.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 705 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 8

PERMANENT SIDEWALK EASEMENT

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

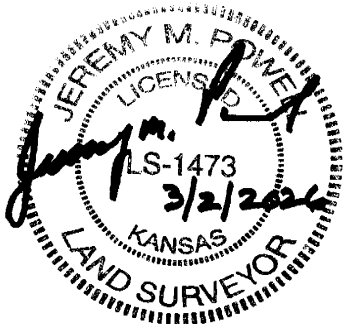
PROPERTY ID NO. CP27500000 0T03

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A PERMANENT SIDEWALK EASEMENT BEING PART OF TRACT 3, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE NORTH LINE OF SAID SECTION 28, NORTH 88°06'17" EAST, 707.48 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01°53'43" EAST, 100.00 FEET, TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 175TH STREET AND THE EAST RIGHT-OF-WAY LINE OF CLARE CROSSING DRIVE, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'17" EAST, 10.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 43°06'20" WEST, 14.14 FEET, TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°53'38" WEST, 10.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 50 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 8

TEMPORARY CONSTRUCTION EASEMENT

CLARE CROSSING LLC

NO ADDRESS ASSIGNED

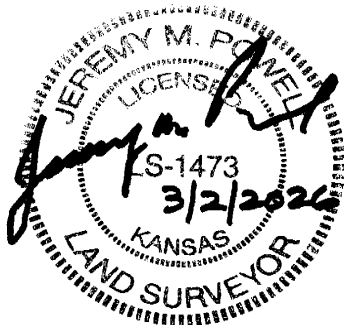
PROPERTY ID NO. CP27500000 0T03

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF TRACT 3, CLARE CROSSING, FIRST PLAT, A SUBDIVISION LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE NORTH LINE OF SAID SECTION 28, NORTH 88°06'17" EAST, 1095.75 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01°53'43" EAST, 100.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 31°56'18" EAST, 11.55 FEET; THENCE SOUTH 88°06'17" WEST, 60.78 FEET; THENCE NORTH 01°53'43" WEST, 10.00 FEET, TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'17" EAST, 55.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 579 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

LEGEND:

TRACT OF LAND



PERMANENT SIDEWALK EASEMENT



TEMPORARY CONSTRUCTION EASEMENT

POB

POINT OF BEGINNING

POC

POINT OF COMMENCEMENT

PSE

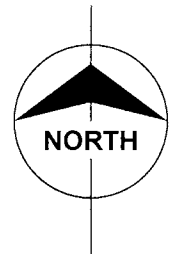
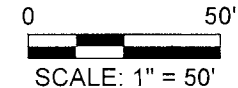
PERMANENT SIDEWALK EASEMENT

TCE

TEMPORARY CONSTRUCTION EASEMENT

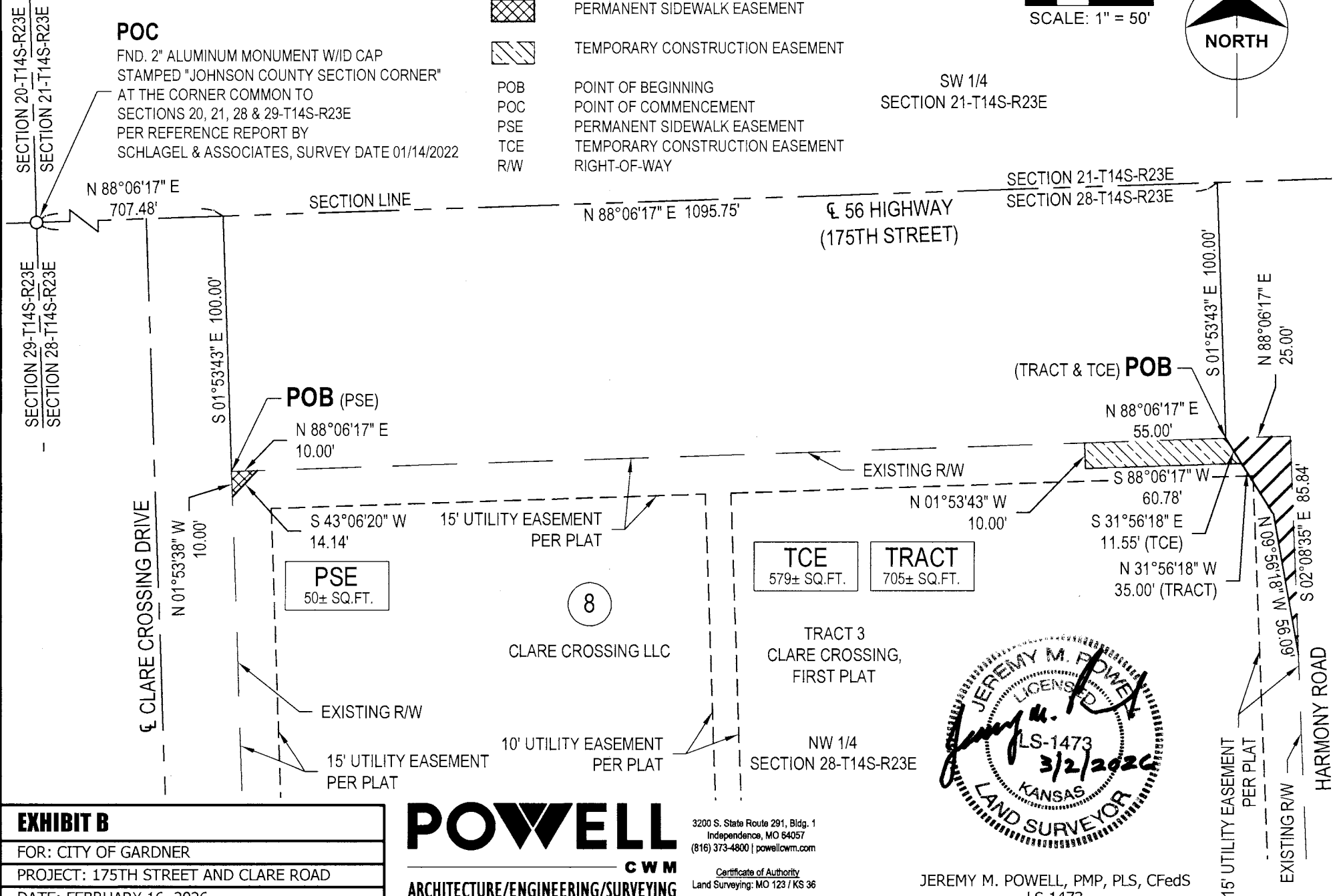
R/W

RIGHT-OF-WAY

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983**EXHIBIT B****POC**

FND. 2" ALUMINUM MONUMENT W/ID CAP
STAMPED "JOHNSON COUNTY SECTION CORNER"
AT THE CORNER COMMON TO
SECTIONS 20, 21, 28 & 29-T14S-R23E
PER REFERENCE REPORT BY
SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022

SW 1/4
SECTION 21-T14S-R23E

**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 16, 2026

POWELL

C W M

ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
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Certificate of Authority
Land Surveying: MO 123 / KS 36

JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 9

TEMPORARY CONSTRUCTION EASEMENT

EPIC NURSERY PROPERTIES LLC

23933 W 175TH STREET

GARDNER, KS 66062

PROPERTY ID NO. 9F231428-1002

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF TRACT OF LAND LOCATED IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 23 EAST, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE NORTH LINE OF SAID SECTION 28, NORTH 88°06'17" EAST, 1368.62 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01°53'43" EAST, 55.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 88°06'17" EAST, 30.18 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 01°53'43" EAST, 5.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°06'17" EAST, 19.82 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 01°53'43" EAST, 10.00 FEET; THENCE SOUTH 88°06'17" WEST, 50.00 FEET; THENCE NORTH 01°53'43" WEST, 15.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 651 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

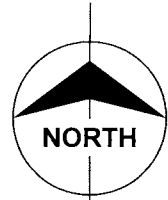
BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

LEGEND:

	TEMPORARY CONSTRUCTION EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
R/W	RIGHT-OF-WAY

SW 1/4
SECTION 21-T14S-R23E



0 30'
SCALE: 1" = 30'

POC

FND. 2" ALUMINUM MONUMENT W/D CAP
STAMPED "JOHNSON COUNTY SECTION CORNER"
AT THE CORNER COMMON TO SECTIONS 20, 21, 28 & 29-T14S-R23E
PER REFERENCE REPORT BY
SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022

CL 56 HIGHWAY
(175TH STREET)

SECTION 21-T14S-R23E
SECTION 28-T14S-R23E

N 88°06'17" E 1368.62'
SECTION LINE

POB

S 01°53'43" E 55.00'

N 88°06'17" E 30.18'

S 01°53'43" E 5.00'

N 88°06'17" E 19.82'

N 01°53'43" W 15.00'

S 88°06'17" W 50.00'

S 01°53'43" E 10.00'

EXISTING R/W

9

EPIC NURSERY PROPERTIES LLC

E 1/2 NW 1/4
SECTION 28-T14S-R23E

PROPERTY LINE

EXISTING R/W

EXISTING R/W

70' ELECTRIC EASEMENT
BOOK 1795, PAGE 307

TRACT 4
CLARE CROSSING,
FIRST PLAT

10' WATER LINE
EASEMENT
BOOK 3311, PAGE 885

POWELL

C W M

ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

EXHIBIT B

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 16, 2026

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 10

TRACT OF LAND

CROSSROADS COMMERCE CENTER LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CF231421-2005

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TRACT OF LAND BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 202505, PAGE 1134, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE SOUTH LINE OF SAID SECTION 21, NORTH 88°06'17" EAST, 1187.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°53'43" WEST, 60.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°51'26" WEST, 40.00 FEET, TO THE SOUTHEAST CORNER OF TRACT "A", CROSSROADS COMMERCE CENTER, A SUBDIVISION IN THE CITY OF GARDNER; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 88°06'17" EAST, 645.97 FEET; THENCE SOUTH 01°53'43" EAST, 40.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID 175TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 88°06'17" WEST, 646.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 25,838 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 10

TEMPORARY CONSTRUCTION EASEMENT

CROSSROADS COMMERCE CENTER LLC

NO ADDRESS ASSIGNED

PROPERTY ID NO. CF231421-2005

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 202505, PAGE 1134, OF THE JOHNSON COUNTY, KANSAS RECORDS AND BEING LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE SOUTH LINE OF SAID SECTION 21, NORTH 88°06'17" EAST, 1187.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°53'43" WEST, 60.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°51'26" WEST, 40.00 FEET, TO THE SOUTHEAST CORNER OF TRACT "A", CROSSROADS COMMERCE CENTER, A SUBDIVISION IN THE CITY OF GARDNER, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE EAST LINE OF SAID TRACT "A", NORTH 01°51'26" WEST, 128.34 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°08'34" EAST, 15.00 FEET; THENCE SOUTH 01°51'26" EAST, 80.00 FEET; THENCE SOUTH 31°51'26" EAST, 55.79 FEET; THENCE SOUTH 88°06'17" WEST, 42.90 FEET, TO THE POINT OF BEGINNING AND CONTAINS 2,599 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

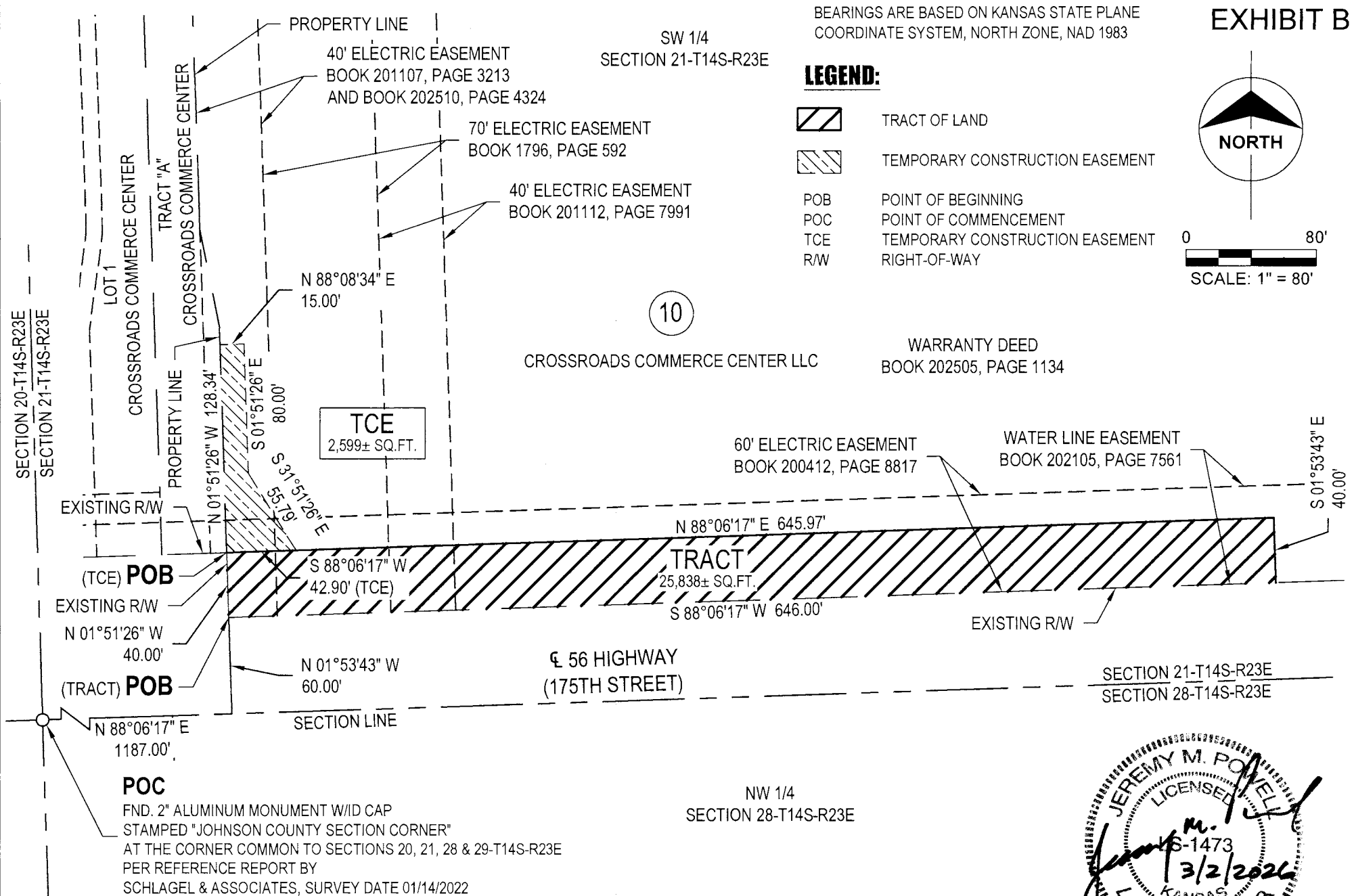


EXHIBIT B

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

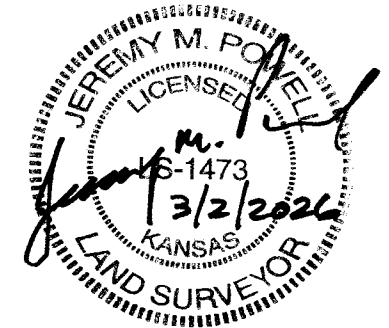
DATE: FEBRUARY 19, 2026

POWELL

C W M
ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 11

TEMPORARY CONSTRUCTION EASEMENT

CROSSROADS COMMERCE CENTER LLC

NO ADDRESS ASSIGNED

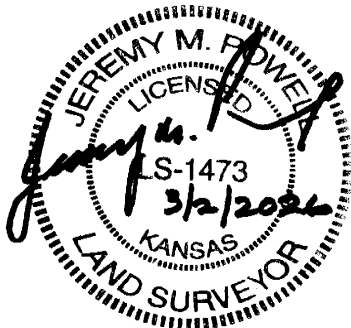
PROPERTY ID NO. CF231421-2001

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF TRACT "A", CROSSROADS COMMERCE CENTER, A SUBDIVISION BEING LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE SOUTH LINE OF SAID SECTION 21, NORTH 88°06'17" EAST, 1147.03 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°53'43" WEST, 100.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, AND BEING THE SOUTHWEST CORNER OF SAID TRACT "A", THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE WEST LINE OF SAID TRACT "A", NORTH 01°51'26" WEST, 128.37 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°08'34" EAST, 40.00 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT "A"; THENCE ALONG SAID EAST LINE, SOUTH 01°51'26" EAST, 128.34 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A" AND BEING A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 88°06'17" WEST, 40.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 5,134 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

LEGEND:

TEMPORARY CONSTRUCTION EASEMENT

POB

POINT OF BEGINNING

POC

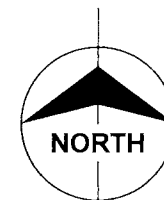
POINT OF COMMENCEMENT

TCE

TEMPORARY CONSTRUCTION EASEMENT

R/W

RIGHT-OF-WAY

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983**EXHIBIT B**0 50'
SCALE: 1" = 50'SW 1/4
SECTION 21-T14S-R23E

PROPERTY LINE

11

CROSSROADS
COMMERCE
CENTER LLCTRACT "A"
CROSSROADS
COMMERCE CENTER

PROPERTY LINE

40' ELECTRIC EASEMENT
BOOK 201107, PAGE 3213
AND BOOK 202510, PAGE 4324PRIVATE DRIVE AND UTILITY
EASEMENT PER PLAT

PROPERTY LINE

LOT 1
CROSSROADS COMMERCE CENTER38.5' ELECTRIC EASEMENT
BOOK 202510, PAGE 4312WATER LINE EASEMENT
BOOK 202105, PAGE 7561

N 01°51'26" W 128.37'

TCE

5,134± SQ. FT.

S 01°51'26" E 128.34'

S 88°06'17" W
40.00'

EXISTING R/W

POB

EXISTING R/W

EXISTING R/W

POCFND. 2" ALUMINUM MONUMENT W/ID CAP
STAMPED "JOHNSON COUNTY SECTION CORNER"
AT THE CORNER COMMON TO SECTIONS 20, 21, 28 & 29-T14S-R23E
PER REFERENCE REPORT BY
SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022

SECTION LINE

N 88°06'17" E 1147.03'

CL 56 HIGHWAY
(175TH STREET)SECTION 21-T14S-R23E
SECTION 28-T14S-R23E

NW 1/4

SECTION 28-T14S-R23E

EXHIBIT B

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 20, 2026

POWELL

C W M

ARCHITECTURE/ENGINEERING/SURVEYING

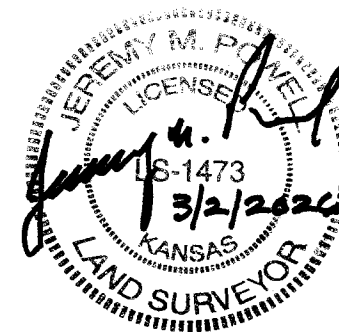
3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.comCertificate of Authority
Land Surveying: MO 123 / KS 36JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 12

TEMPORARY CONSTRUCTION EASEMENT

CROSSROADS COMMERCE CENTER LLC

17491 CLARE ROAD

GARDNER, KANSAS 66030

PROPERTY ID NO. CP1500000 0001

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART OF LOT 1, CROSSROADS COMMERCE CENTER, A SUBDIVISION BEING LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

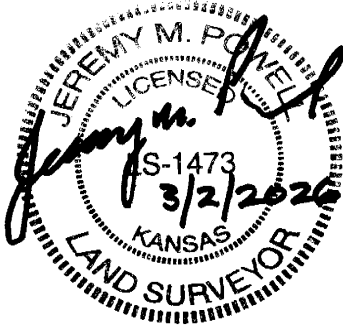
COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE WEST LINE OF SAID SECTION 21, NORTH 01°41'35" WEST, 100.26 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°18'25" EAST, 74.96 FEET, TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET AND THE EAST RIGHT-OF-WAY LINE OF CLARE ROAD, AS NOW ESTABLISHED, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°41'36" WEST, 10.00 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 46°47'39" EAST, 14.12 FEET, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 88°06'17" WEST, 10.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 50 SQUARE FEET, MORE OR LESS.

AND

A TEMPORARY CONSTRUCTION EASEMENT, COMMENCING AT THE AFOREMENTIONED POINT "A", THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CLARE ROAD, NORTH 01°41'36" WEST, 130.31 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°41'36" WEST, 119.69 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 04°04'47" WEST, 360.23 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°40'57" WEST, 226.57 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°09'36" EAST, 104.87 FEET, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1, NORTH 51°07'56" EAST, 24.85 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01°40'57" EAST, 345.81 FEET; THENCE SOUTH 04°04'47" EAST, 170.02 FEET; THENCE SOUTH 85°55'13" WEST, 10.00 FEET; THENCE SOUTH 04°04'47" EAST, 190.00 FEET; THENCE NORTH 88°18'24" EAST, 50.00 FEET; THENCE SOUTH 01°41'36" EAST, 120.00 FEET; THENCE SOUTH 88°18'24" WEST, 65.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 23,055 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

LEGEND:

TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT
R/W RIGHT-OF-WAY

SE 1/4

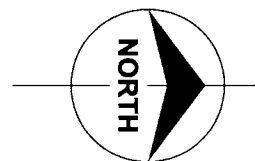
SECTION 20-T14S-R23E

POC

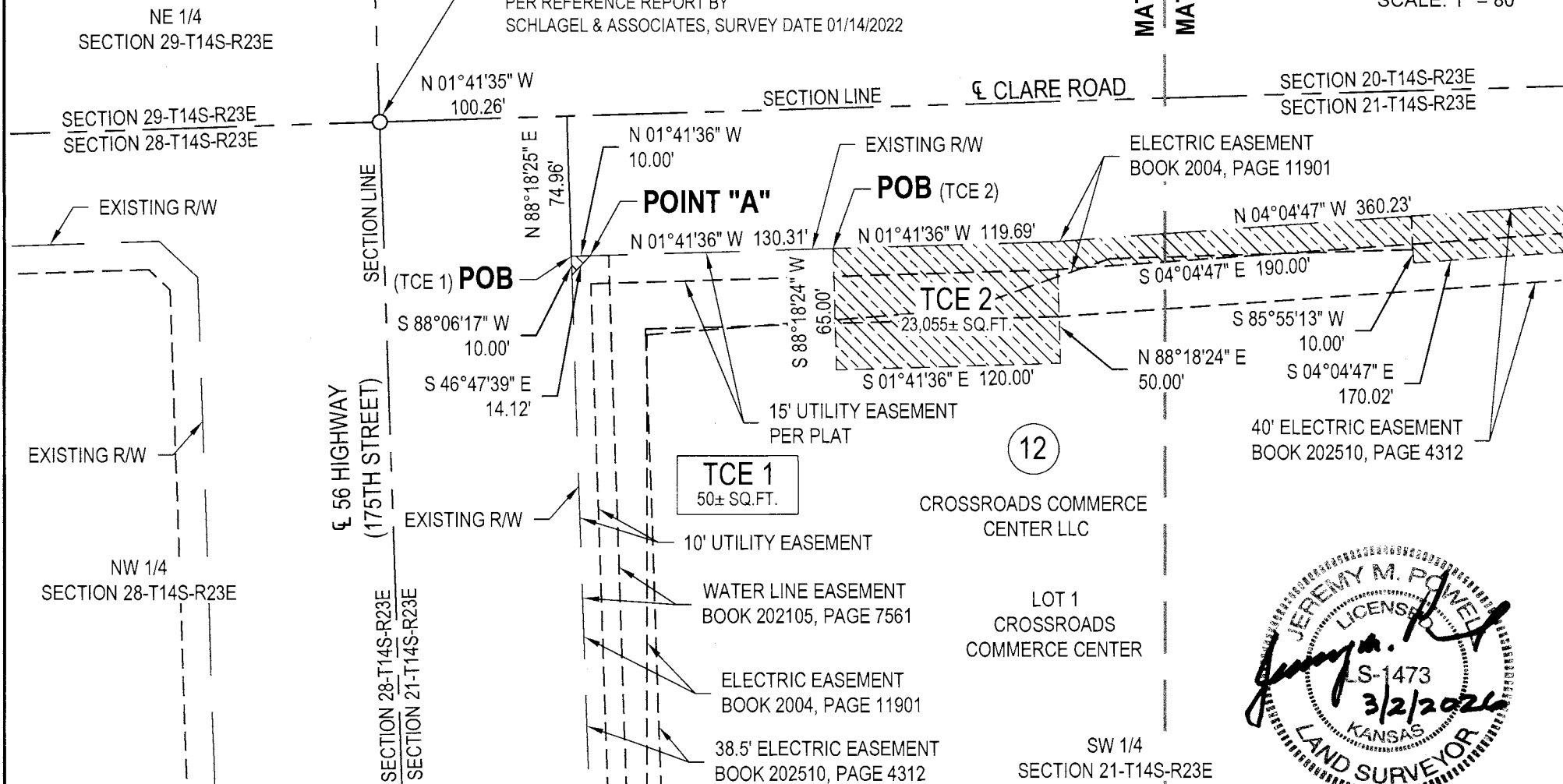
FND. 2" ALUMINUM MONUMENT W/D CAP
STAMPED "JOHNSON COUNTY SECTION CORNER"
AT THE CORNER COMMON TO
SECTIONS 20, 21, 28 & 29-T14S-R23E
PER REFERENCE REPORT BY
SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022

MATCH LINE PAGE 1

MATCH LINE PAGE 2



0 80'
SCALE: 1" = 80'

**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 20, 2026

POWELL

C W M

ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36

JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

PAGE 1 OF 2

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983

EXHIBIT B

LEGEND:

TEMPORARY CONSTRUCTION EASEMENT

POB

POINT OF BEGINNING

POC

POINT OF COMMENCEMENT

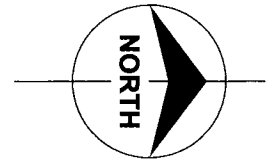
TCE

TEMPORARY CONSTRUCTION EASEMENT

R/W

RIGHT-OF-WAY

SE 1/4
SECTION 20-T14S-R23E



0 80'
SCALE: 1" = 80'

SECTION LINE

CLARE ROAD

SECTION 20-T14S-R23E
SECTION 21-T14S-R23E

EXISTING R/W

ELECTRIC EASEMENT
BOOK 2004, PAGE 11901

EXISTING R/W

N 04°04'47" W 360.23'

N 01°40'57" W 226.57'

N 01°09'36" E 104.87'

N 51°07'56" E 24.85'

S 04°04'47" E 190.00'

S 04°04'47" E 170.02'

S 01°40'57" E 345.81'

S 85°55'13" W 10.00'

N 88°18'24" E 50.00'

S 01°41'36" E 120.00'

15' UTILITY EASEMENT
PER PLAT

40' ELECTRIC EASEMENT
BOOK 202510, PAGE 4312

10' UTILITY EASEMENT
PER PLAT

PROPERTY LINE

60' PIPELINE EASEMENT
COND. CASE NO. 17545
AS SHOWN BY PLAT OF
CROSSROADS COMMERCE CENTER

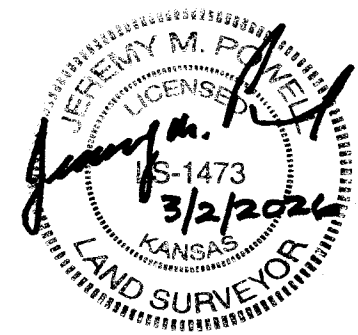
MATCH LINE PAGE 1
MATCH LINE PAGE 2

LOT 1
CROSSROADS
COMMERCE CENTER

12

CROSSROADS COMMERCE
CENTER LLC

SW 1/4
SECTION 21-T14S-R23E

**EXHIBIT B**

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 20, 2026

POWELL

CWM

ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
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Certificate of Authority
Land Surveying: MO 123 / KS 36

JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

PAGE 2 OF 2

EXHIBIT A

175TH STREET AND CLARE ROAD IMPROVEMENTS

TRACT 12

TEMPORARY CONSTRUCTION EASEMENT

CROSSROADS COMMERCE CENTER LLC

17491 CLARE ROAD

GARDNER, KANSAS 66030

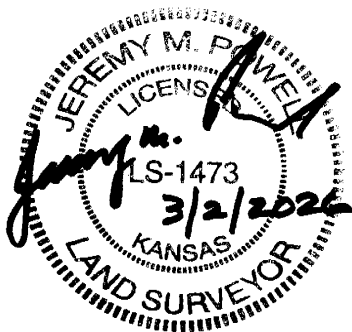
PROPERTY ID NO. CP1500000 0001

BEARINGS ARE BASED ON THE KANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83

A TEMPORARY CONSTRUCTION EASEMENT BEING PART LOT 1, CROSSROADS COMMERCE CENTER, A SUBDIVISION BEING LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 23 EAST, CITY OF GARDNER, JOHNSON COUNTY, KANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, ALL IN TOWNSHIP 14 SOUTH, RANGE 23 EAST AND MARKED BY A FOUND 2" ALUMINUM MONUMENT, STAMPED "JOHNSON COUNTY SECTION CORNER", THENCE ALONG THE SOUTH LINE OF SAID SECTION 21, NORTH 88°06'17" EAST, 1107.03 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°53'43" WEST, 100.00 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 175TH STREET, AS NOW ESTABLISHED, AND BEING THE SOUTHWEST CORNER OF A PLATTED PRIVATE DRIVE AND UTILITY EASEMENT, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE WEST LINE OF SAID EASEMENT, NORTH 01°51'26" WEST, 10.00 FEET; THENCE LEAVING SAID WEST LINE, NORTH 88°06'17" EAST, 40.00 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE ALONG SAID EAST LINE, SOUTH 01°51'26" EAST, 10.00 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1 AND BEING A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 88°06'17" WEST, 40.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 400 SQUARE FEET, MORE OR LESS.



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

POWELL CWM, INC.
MISSOURI CERTIFICATE OF AUTHORITY NO: LS 123
KANSAS CERTIFICATE OF AUTHORITY NO: LS 36

EXHIBIT B

LEGEND:

	TEMPORARY CONSTRUCTION EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
R/W	RIGHT-OF-WAY

BEARINGS ARE BASED ON KANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 1983



0 40'
SCALE: 1" = 40'

SW 1/4
SECTION 21-T14S-R23E

PRIVATE DRIVE AND UTILITY
EASEMENT PER PLAT

12

CROSSROADS COMMERCE
CENTER LLC

LOT 1
CROSSROADS
COMMERCE CENTER

PROPERTY LINE

TRACT "A"
CROSSROADS
COMMERCE
CENTER

38.5' ELECTRIC EASEMENT
BOOK 202510, PAGE 4312

WATER LINE EASEMENT
BOOK 202105, PAGE 7561

10' UTILITY EASEMENT
PER PLAT

TCE 3
400± SQ.FT.

10' UTILITY EASEMENT
PER PLAT

N 01°51'26" W
10.00'

N 88°06'17" E
40.00'

S 01°51'26" E
10.00'

S 88°06'17" W
40.00'

EXISTING R/W

POB

EXISTING R/W

EXISTING R/W

POC

FND. 2" ALUMINUM MONUMENT W/ID CAP
STAMPED "JOHNSON COUNTY SECTION CORNER"
AT THE CORNER COMMON TO SECTIONS 20, 21, 28 & 29-T14S-R23E
PER REFERENCE REPORT BY
SCHLAGEL & ASSOCIATES, SURVEY DATE 01/14/2022

CL 56 HIGHWAY
(175TH STREET)

SECTION LINE

N 88°06'17" E 1107.03'

N 01°53'43" W 100.00'

SECTION 21-T14S-R23E
SECTION 28-T14S-R23E

NW 1/4
SECTION 28-T14S-R23E

EXHIBIT B

FOR: CITY OF GARDNER

PROJECT: 175TH STREET AND CLARE ROAD

DATE: FEBRUARY 20, 2026

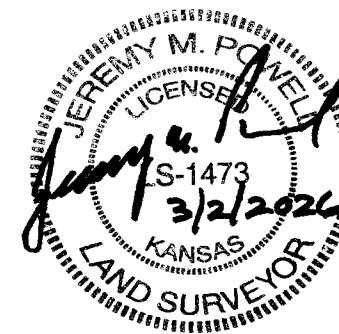
POWELL

C W M

ARCHITECTURE/ENGINEERING/SURVEYING

3200 S. State Route 291, Bldg. 1
Independence, MO 64057
(816) 373-4800 | powellcwm.com

Certificate of Authority
Land Surveying: MO 123 / KS 36



JEREMY M. POWELL, PMP, PLS, CFedS
LS 1473

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 5

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider adopting an ordinance to condemn property through eminent domain action to construct the planned Grand Street Roadway Improvements Project, from Pine to Center Street.

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship
Quality of Life

Department: Public Works

Staff Recommendation:

Staff recommends adopting an ordinance to condemn property through eminent domain action to construct the planned Grand Street Roadway Improvements Project, from Pine to Center Street.

Background/Description of Item:

The Grand Street Roadway Improvements Project, from Pine to Center Street is planned in the city's current Capital Improvement Program (PW6030). The project will include replacement of existing pavement, addition of curb and gutter, sidewalk and ADA ramps, piped stormwater, and replacement of water main.

The city's property acquisition consultant has so far been unsuccessful at reaching agreements with some property owners and has recommended that the city begin eminent domain proceedings. The city will continue to negotiate and attempt to come to agreement during this process. Should agreements be unable to be reached, eminent domain action will be required for the city to obtain the necessary property to construct the project.

Attachments included:

- Ordinance No. 2891

Suggested Motion:

Adopt Ordinance No. 2891 to condemn property through eminent domain action to construct the planned Grand Street Roadway Improvements Project, from Pine to Center Street.

ORDINANCE NO. 2891

AN ORDINANCE condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of Grand Street (S. Pine to S. Center) within Gardner, Johnson County, Kansas and directing the City Attorney to cause the initiation of eminent domain proceedings as provided by law to acquire the real property and/or real property interests described in this ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS:

The following described real property and/or real property interests are hereby condemned and appropriated to the City of Gardner, Kansas for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of Grand Street (S. Pine to S. Center) within Gardner, Johnson County, Kansas, to-wit:

See Exhibit A and Exhibits 6, 22, 23, 26, 27, 30, 37 and 42, which are attached hereto and incorporated herein by reference, for identification of the affected parcels and legal descriptions and surveys of specific property rights to be acquired;

1. It is hereby found that the costs of such project will be paid by the City of Gardner, Kansas.
2. The City Attorney is hereby ordered and directed forthwith to commence proceedings for the acquisition of the above-described real property and/or real property interests and to do and perform all things which might be necessary and required by law to acquire the aforementioned rights in and to said property.
3. This ordinance shall take effect and be in force after its passage, approval and publication.

**PASSED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS THIS
____ DAY OF _____, 2026.**

Todd Winters
Mayor

ATTEST:

Renee Rich
City Clerk

APPROVED AS TO FORM:

Ryan Denk
City Attorney

EXHIBIT A
PARCELS FROM WHICH REAL PROPERTY INTERESTS ARE TO BE ACQUIRED

Project Tract No.: 6
Property Address: 244 W. Grand St.
Kansas Uniform Parcel ID: 0461372601010039000
Fee Simple Owner: Dana A. McChesney

Project Tract No.: 22
Property Address: 441 S. Hickory St.
Kansas Uniform Parcel ID: 0461372601011010000
Fee Simple Owner: Judy A. Adams, Trustee of the Adams Revocable Trust

Project Tract No.: 23
Property Address: 438 S. Center St.
Kansas Uniform Parcel ID: 0461372601011011000
Fee Simple Owner: John H. Kunkel and Lisha Heckman-Kunkel

Project Tract No.: 26
Property Address: 506 S. Center St.
Kansas Uniform Parcel ID: 0461372604001001000
Fee Simple Owner: James E. Andera and Deborah S. Andera

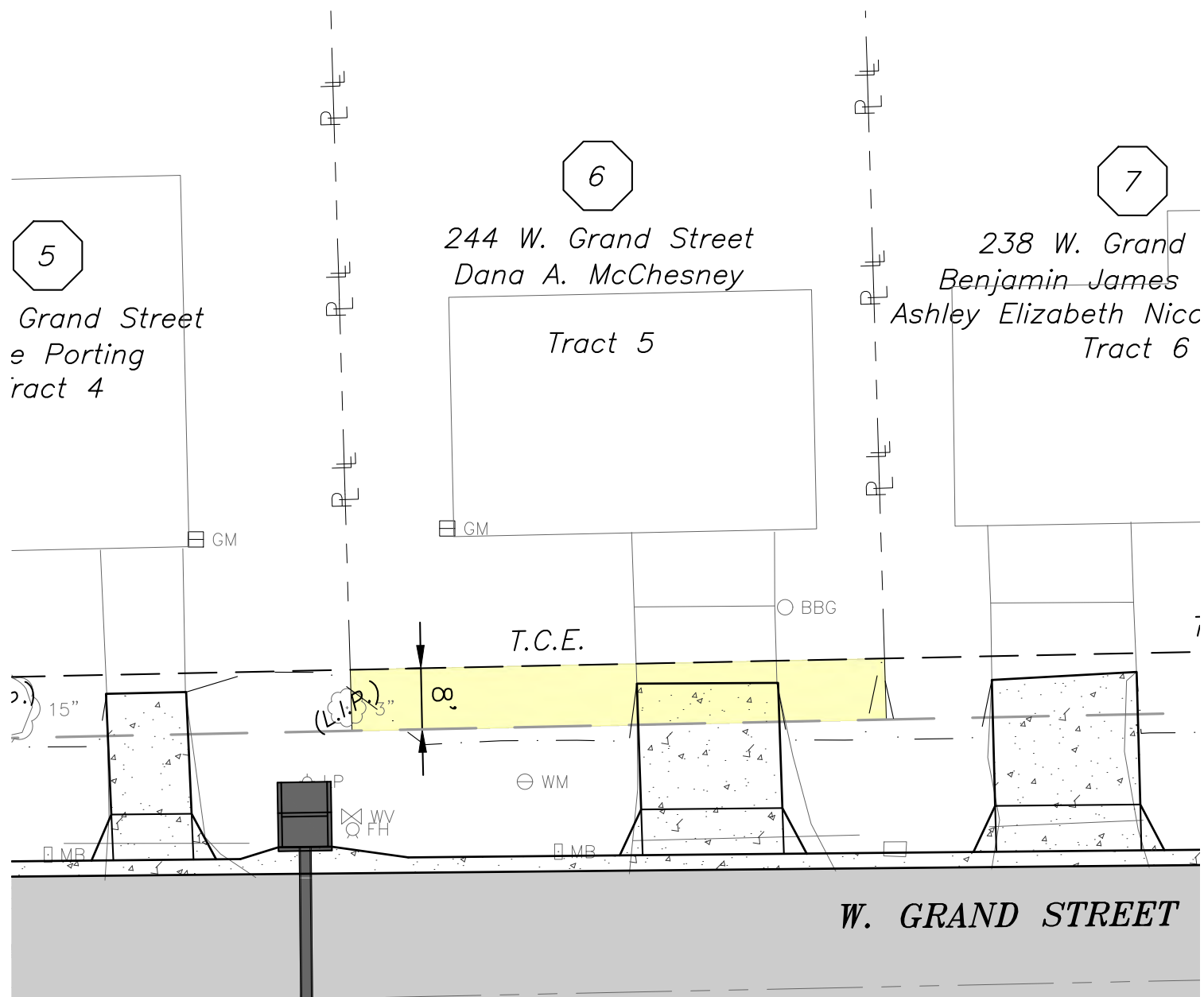
Project Tract No.: 27
Property Address: 113 W. Grand St.
Kansas Uniform Parcel ID: 0461372604001002000
Fee Simple Owner: Maria Solis

Project Tract No.: 30
Property Address: 507 S. Hickory St.
Kansas Uniform Parcel ID: 0461372604001003000
Fee Simple Owner: Jeanettee Lee Maloy and Daniel David Maloy

Project Tract No.: 37
Property Address: 506 S. Oak St.
Kansas Uniform Parcel ID: 0461372604005001000
Fee Simple Owner: Joel Thomas Wastlund and Lisbeth Mae Wastlund

Project Tract No.: 42
Property Address: 511 S. Walnut St.
Kansas Uniform Parcel ID: 0461372604316001000
Fee Simple Owner: RH Partners OwnerCo 2, LLC

TRACT 6
TRACT 5, CERTIFICATE OF SURVEY
RECORDED FILE NO. 1170725, VOL. 1345, PG. 503
244 W. GRAND STREET

**LEGEND**

T.C.E. = Temporary Construction Easement

3/6/2026
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CITY OF GARDNER, KANSAS
GRAND STREET IMPROVEMENTS
GRAND STREET (PINE STREET TO CENTER STREET)

TRACT MAP 6

Date: 2/24/2026
Drawn By: BJG
Checked By: JAM
Approved By: RLU
File: TRACT MAP 6
Job #25-0304-01

1

1 OF 1

EXHIBIT 22, Page 1

Tract 22 Temporary Construction Easement
441 S. Hickory Street
Grand Street (Pine Street to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

Temporary Construction Easement

All that part of the Northeast Quarter of Section 26, Township 14, Range 22 in the City of Gardner, Johnson County, Kansas, described by J. Aubrey Meyer, PLS 1579, on March 3, 2026, as follows:

Beginning at a point 200 feet West and 70 feet South of the Northwest corner of Lot 13, MCDANIELD PLACE, a survey of record in the City of Gardner, Johnson County, Kansas, said point also being on the East right-of-way line of South Hickory Street, as now established; thence North, along said East right-of-way line, a distance of 70 feet to the Southwest corner of Lot 1, MCDANIELD PLACE BAKER, a subdivision of record in said City, County, and State; thence East, along the South line of said Lot 1, a distance of 29 feet, thence South, departing said South line, along a line that is 29 feet East of and parallel with the East right-of-way line of said South Hickory, a distance of 70 feet; thence West a distance of 29 feet to the Point of Beginning.

Containing 2,030 square feet, more or less.



This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

Tract 22 Permanent Drainage Easement
441 S. Hickory Street
Grand Street (Pine Street to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

Permanent Drainage Easement

All that part of the Northeast Quarter of Section 26, Township 14, Range 22 in the City of Gardner, Johnson County, Kansas, described by J. Aubrey Meyer, PLS 1579, on March 3, 2026, as follows:

Beginning at a point 200 feet West and 70 feet South of the Northwest corner of Lot 13, MCDANIELD PLACE, a survey of record in the City of Gardner, Johnson County, Kansas, said point also being on the East right-of-way line of South Hickory Street, as now established; thence North, along said East right-of-way line, a distance of 16 feet; thence East a distance of 10 feet, thence South, along a line that is 10 feet East of and parallel with the East right-of-way line of said South Hickory, a distance of 16 feet; thence West a distance of 10 feet to the Point of Beginning.

Containing 160 square feet, more or less.

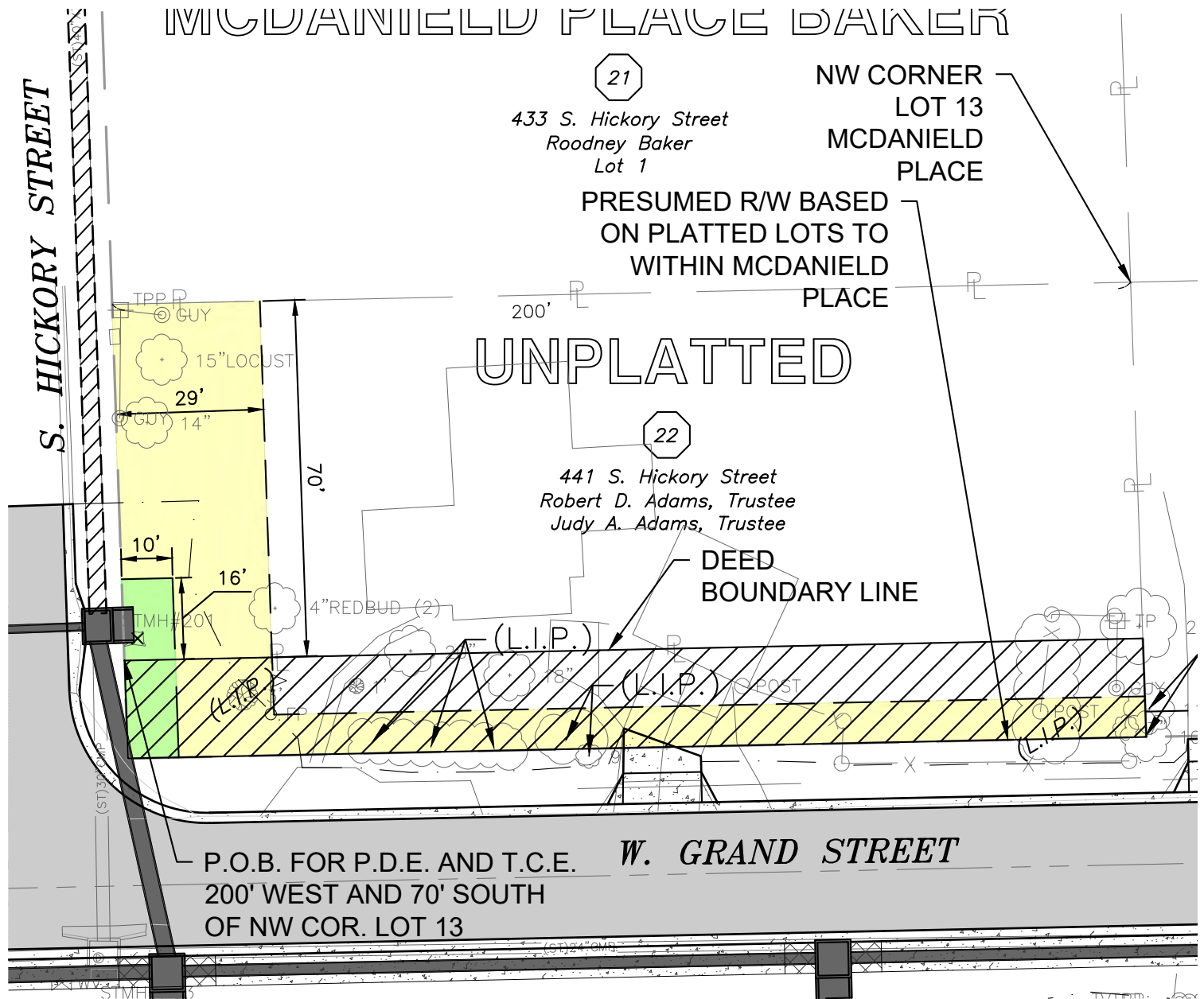


This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 22

UNPLATTED

441 S. HICKORY STREET

**LEGEND**

- P.D.E. = Permanent Drainage Easement
- T.C.E. = Temporary Construction Easement
- Area of Uncertain Ownership

3/6/2026
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CITY OF GARDNER, KANSAS
GRAND STREET IMPROVEMENTS
GRAND STREET (PINE STREET TO CENTER STREET)

TRACT MAP 22

Date: 2/24/2026
Drawn By: BJG
Checked By: JAM
Approved By: RLU
File: TRACT MAP 22
Job #25-0304-01

1

1 OF 1

EXHIBIT 23, Page 1

Tract 23 Temporary Construction Easement
438 S. Center Street
Grand Street (Pine Street to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

Temporary Construction Easement

Described by J. Aubrey Meyer, PLS 1579, on March 3, 2026, as follows: All of the South 5.00 feet of Lot 13, McDANIELD PLACE, a subdivision of record in the City of Gardner, Johnson County, Kansas. Containing 1,000 square feet, more or less.

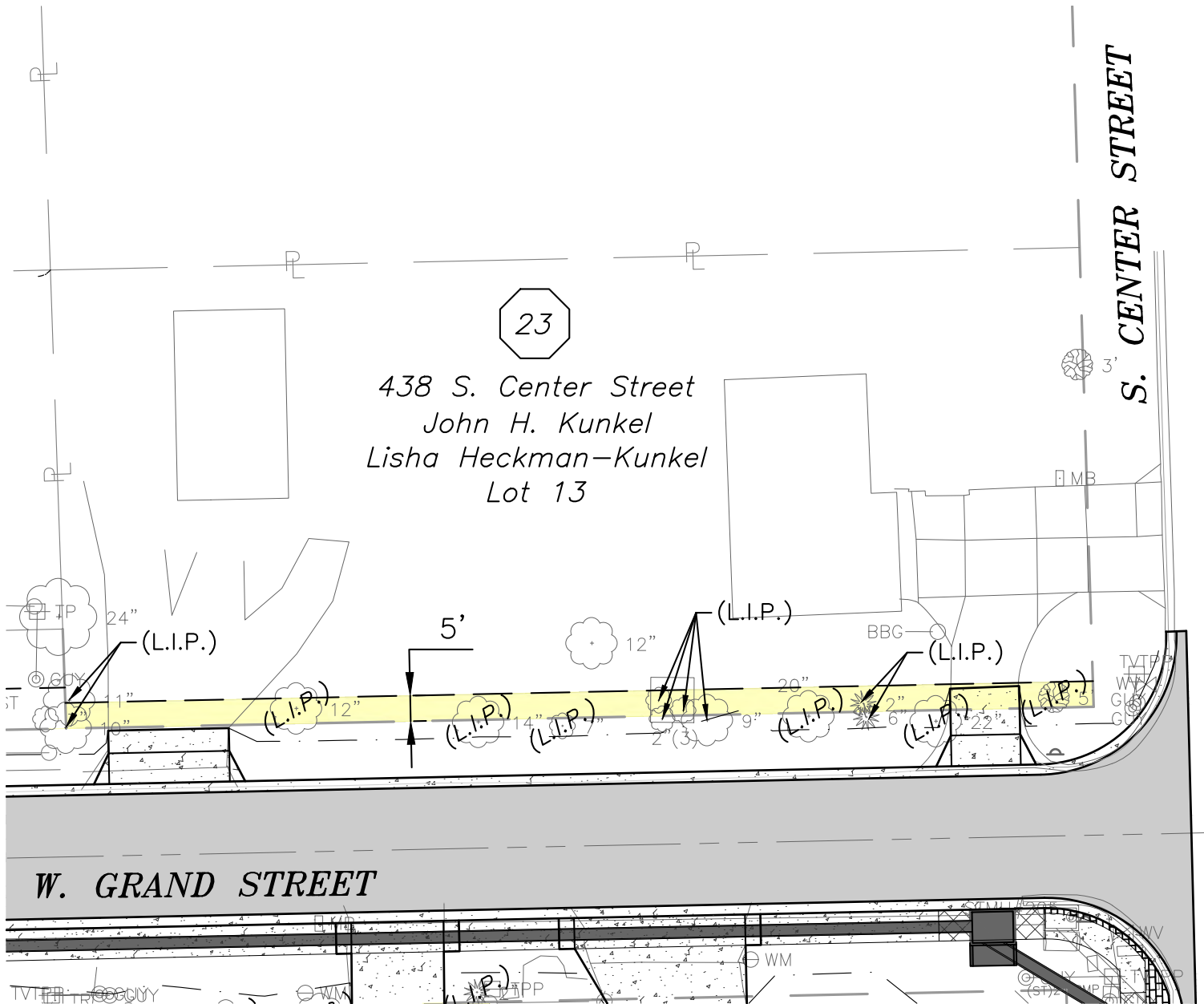
This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210



TRACT 23

Lot 13, MCDANIELD PLACE

438 S. CENTER STREET



LEGEND

T.C.E. = Temporary Construction Easement



3/6/2026
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CITY OF GARDNER, KANSAS
GRAND STREET IMPROVEMENTS
GRAND STREET (PINE STREET TO CENTER STREET)

TRACT MAP 23

Date: 2/24/2026
Drawn By: BJG
Checked By: JAM
Approved By: RLU
File: TRACT MAP 23
Job #25-0304-01

1

1 OF 1

EXHIBIT 26, Page 1

Tract 26 Temporary Construction Easement
506 S. Center Street
Grand Street (Pine Drive to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

Temporary Construction Easement

All that part of the Southeast Quarter of Section 26, Township 14, Range 22 in the City of Gardner, Johnson County, Kansas, described by J. Aubrey Meyer, PLS 1579, on March 3, 2026, as follows:

All of the South 12.00 feet of the North 42.00 feet of the West 102.25 feet of the East 152.25, and all of the West 10.00 feet of the East 50.00 feet of the South 120.75 feet of the North 150.75 feet of the Southeast Quarter of said Section 26.

Containing 2,435 square feet, more or less.

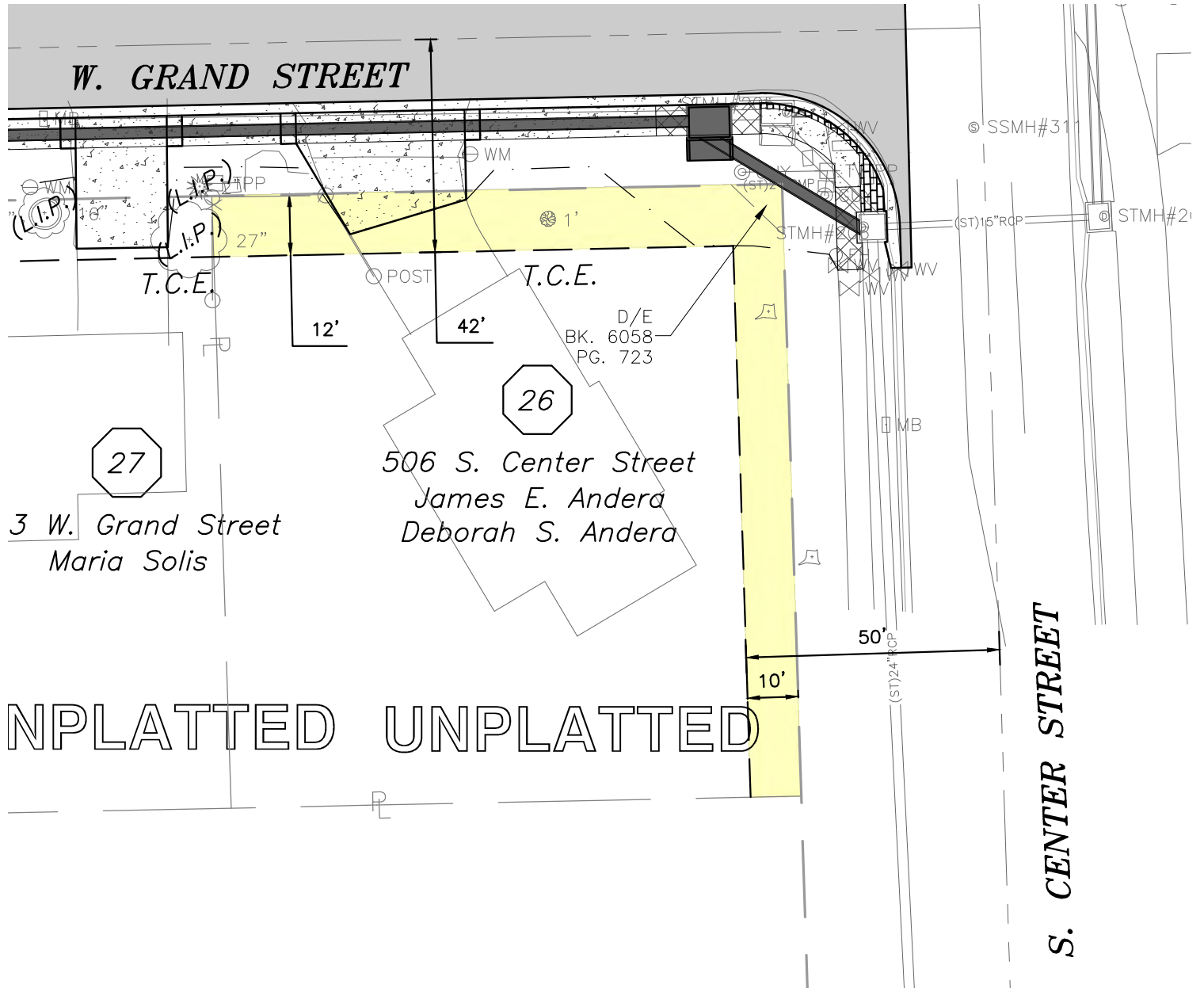


This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

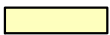
TRACT 26

UNPLATTED

506 S. CENTER STREET



LEGEND

 T.C.E. = Temporary Construction Easement

3/6/2026
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CITY OF GARDNER, KANSAS
GRAND STREET IMPROVEMENTS
GRAND STREET (PINE STREET TO CENTER STREET)

TRACT MAP 26

Date: 2/24/2026
Drawn By: BJG
Checked By: JAM
Approved By: RLU
File: TRACT MAP 26
Job #25-0304-01

1

1 OF 1

Tract 27 Temporary Construction Easement
113 W. Grand Street
Grand Street (Pine Street to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

Temporary Construction Easement

All that part of the Southeast Quarter of Section 26, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, described by J. Aubrey Meyer, PLS 1579, on March 3, 2026, as follows:

All of the South 12.00 feet of the North 42.00 feet of the West 70.00 feet of the East 222.25 feet of the Southeast Quarter of said Section 25, partially lying within Lots 5 and 6, Block 1, GARDEN MANOR, a subdivision in the City of Gardner, Johnson County, Kansas, according to the recorded plat thereof.

Containing 840 square feet, more or less.

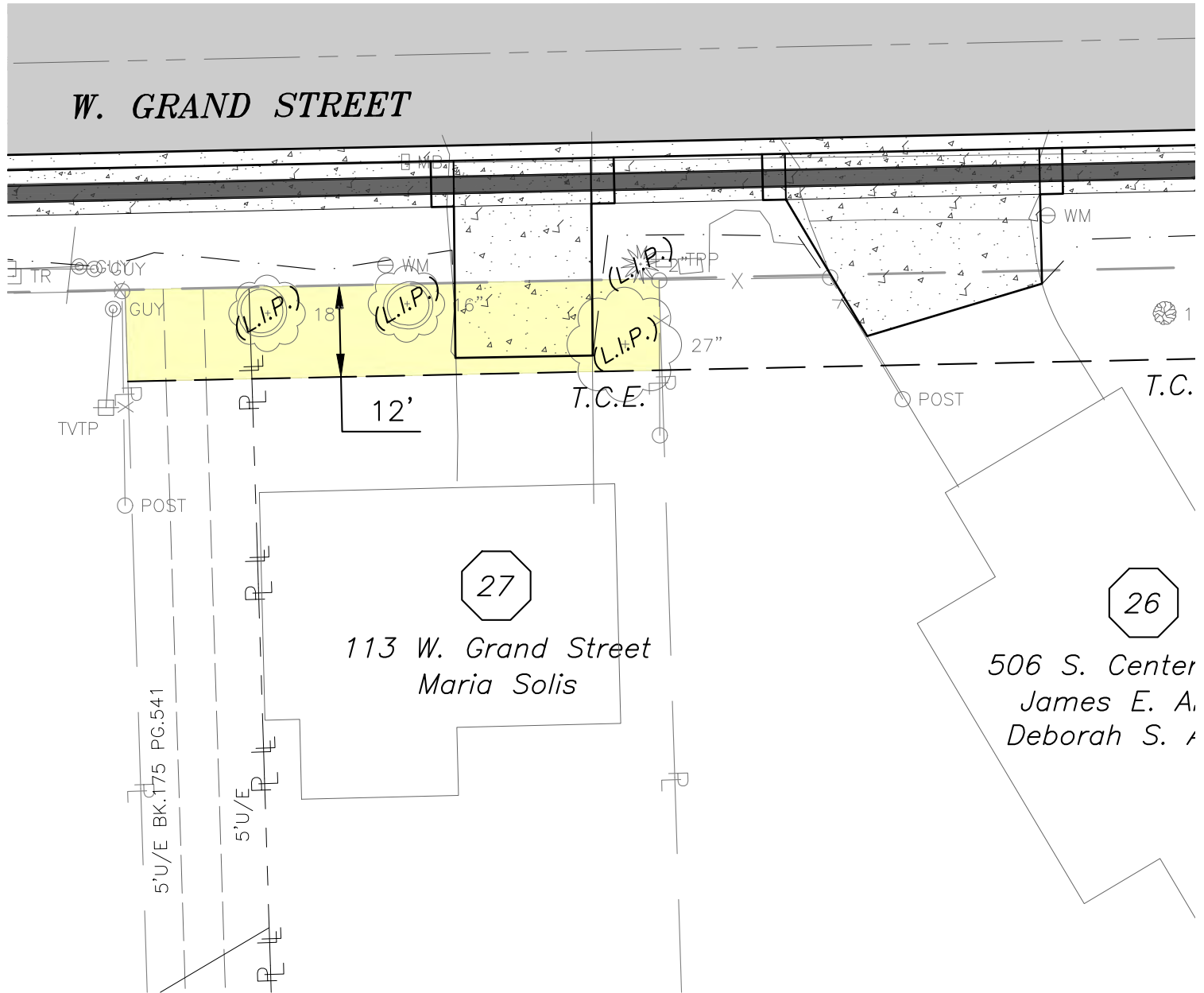


This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

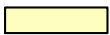
TRACT 27

UNPLATTED

113 W. GRAND STREET



LEGEND

 T.C.E. = Temporary Construction Easement



3/6/2026
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CITY OF GARDNER, KANSAS
GRAND STREET IMPROVEMENTS
GRAND STREET (PINE STREET TO CENTER STREET)

TRACT MAP 27

Date: 2/24/2026
Drawn By: BJG
Checked By: JAM
Approved By: RLU
File: TRACT MAP 27
Job #25-0304-01

1

1 OF 1

EXHIBIT 30, Page 1

Tract 30 Temporary Construction Easement
507 S. Hickory Street
Grand Street (Pine Street to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

Temporary Construction Easement

Described by J. Aubrey Meyer, PLS 1579, on March 3, 2026, as follows: All of the West 5.00 feet of part of Lot 1, Block 1, GARDNER MANOR, in the City of Gardner, Johnson County, Kansas. Containing 685 square feet, more or less.



This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

Tract 30 Temporary Construction Easement
507 S. Hickory Street
Grand Street (Pine Street to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

Permanent Drainage Easement

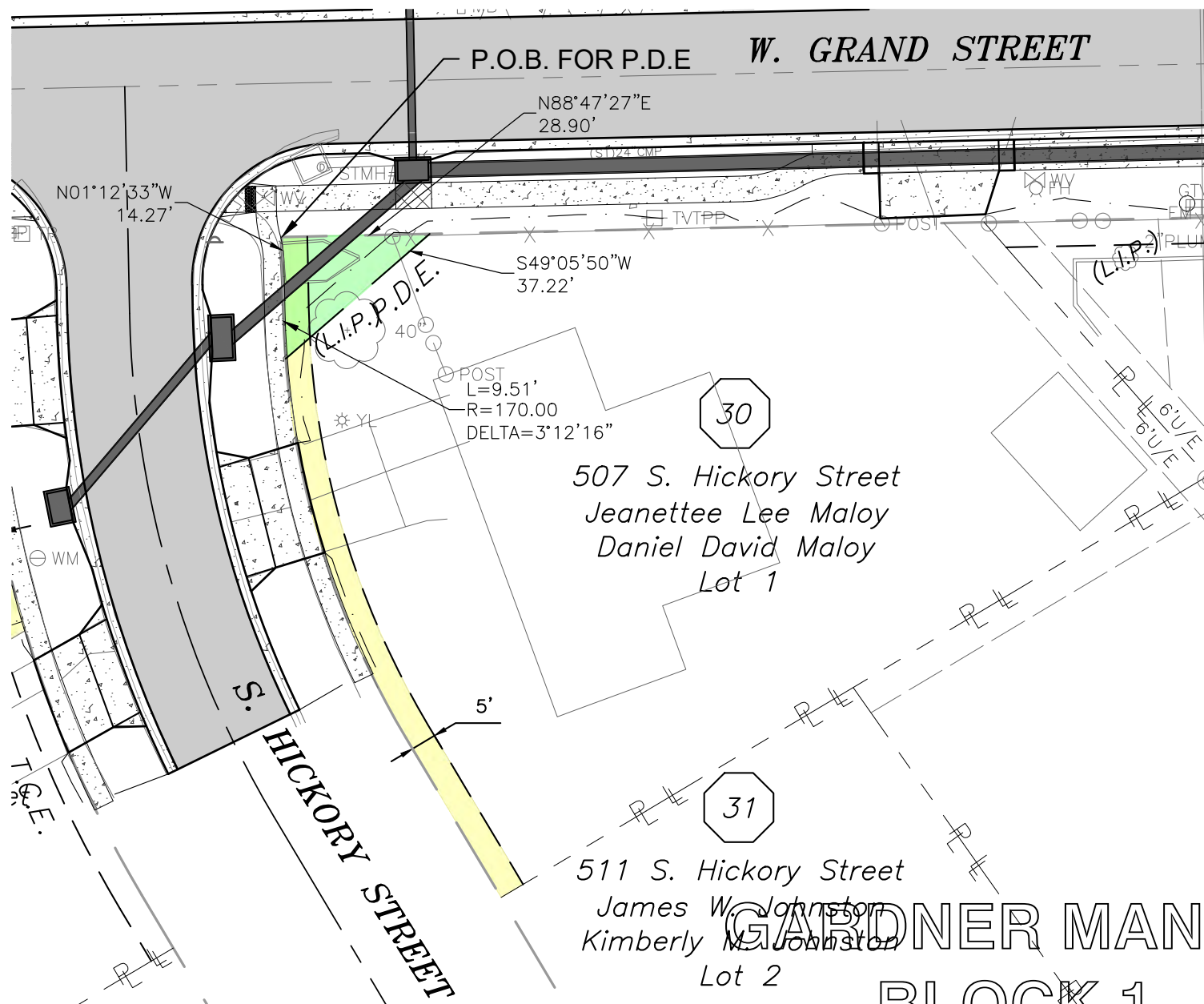
All that part of Lot 1, Block 1, GARDNER MANOR, a subdivision of record in the City of Gardner, Johnson County, Kansas, Beginning at the Northwest corner of said Lot 1; thence South $01^{\circ}12'33''$ East, along the West line of said Lot 1, a distance of 14.27 feet; thence in a southerly direction, continuing along the West line of said Lot 1, on a curve to the left having a radius of 170.00 feet, a central angle of $03^{\circ}12'16''$, an arc length of 9.51 feet; thence North $49^{\circ}05'50''$ East, departing the West line of said Lot 1, a distance of 37.22 feet to a point on the North line thereof; thence South $88^{\circ}47'27''$ West, along said North line, a distance of 28.90 feet to the Point of Beginning.

Containing 346 square feet, more or less.



This description prepared by:
Kellan M. Gregory, KS LS-1577
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 30
LOT 1, BLOCK 1, GARDNER MANOR
507 W. HICKORY STREET

**LEGEND**

- P.D.E. = Permanent Drainage Easement
- T.C.E. = Temporary Construction Easement

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CITY OF GARDNER, KANSAS
GRAND STREET IMPROVEMENTS
GRAND STREET (PINE STREET TO CENTER STREET)

TRACT MAP 30

Date: 2/24/2026
Drawn By: BJG
Checked By: JAM
Approved By: RLU
File: TRACT MAP 30
Job #25-0304-01

1

1 OF 1

EXHIBIT 37, Page 1

Tract 37 Temporary Construction Easement
506 S. Oak Street
Grand Street (Pine Street to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

Temporary Construction Easement

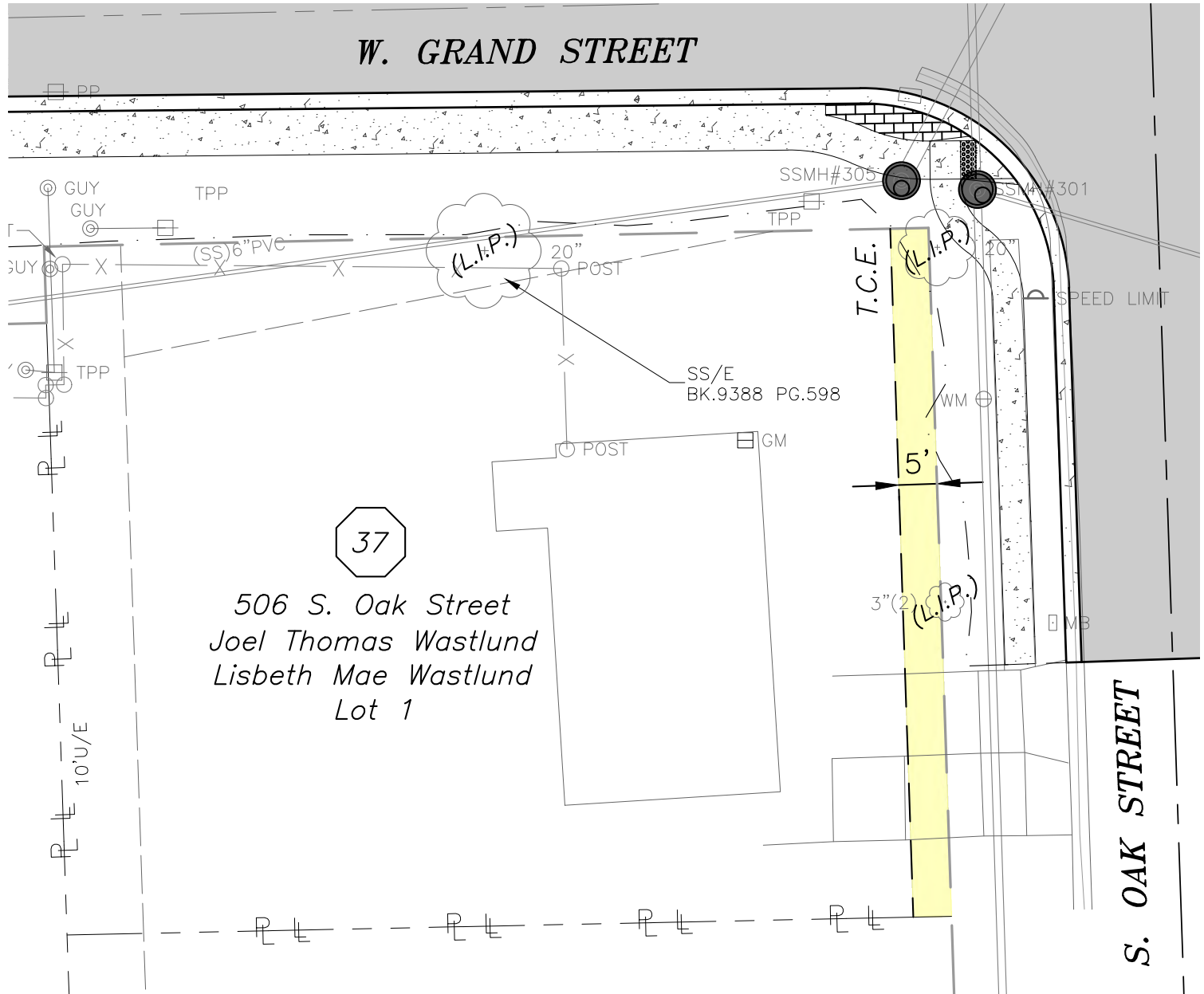
All of the East 5.00 feet of Lot 1, Block 5, GARDNER MANOR, in the City of Gardner, Johnson County, Kansas. Containing 450 square feet, more or less.



This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210

TRACT 37
LOT 1, BLOCK 5, GARDNER MANOR
506 S. OAK STREET

W. GRAND STREET



LEGEND

T.C.E. = Temporary Construction Easement



3/6/2026
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CITY OF GARDNER, KANSAS
 GRAND STREET IMPROVEMENTS
 GRAND STREET (PINE STREET TO CENTER STREET)

TRACT MAP 37

Date: 2/24/2026
 Drawn By: BJG
 Checked By: JAM
 Approved By: RLU
 File: TRACT MAP 37
 Job #25-0304-01

1

1 OF 1

Tract 42 Temporary Construction Easement
511 S. Walnut Street
Grand Street (Pine Street to Center Street)
Project: PW6030
Affinis Corp No. 25-0304-01

Exhibit "A"

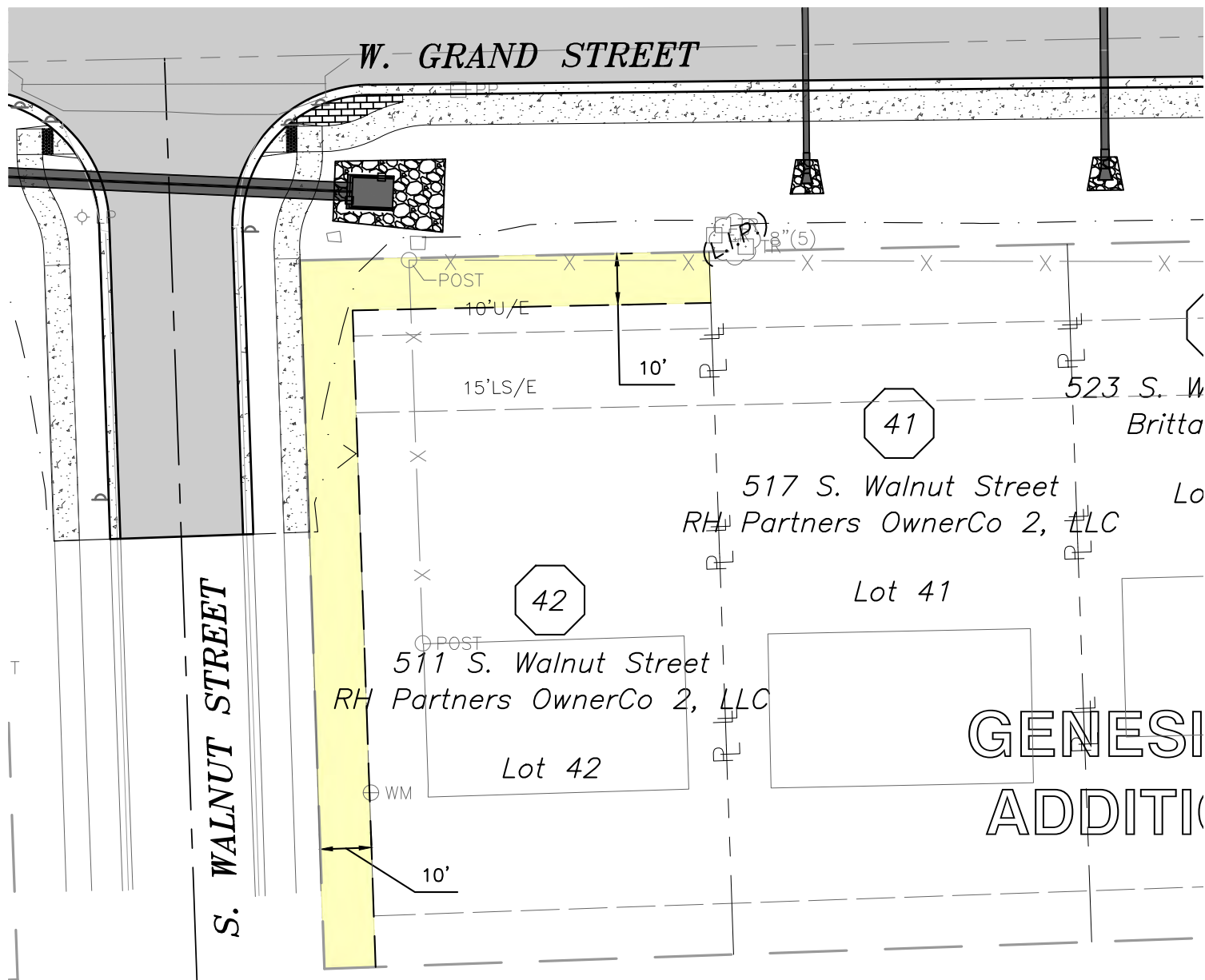
Temporary Construction Easement

All of the West 10.00 feet and the North 10.00 feet of Lot 42, GENESIS FARMS ADDITION NO. 2, a subdivision of record in the City of Gardner, Johnson County, Kansas. Containing 2084 square feet, more or less.

This description prepared by:
Jonathan A. Meyer, KS LS-1579
Affinis Corp
8900 Indian Creek Pkwy, Suite 450
Overland Park, KS 66210



TRACT 42
LOT 42, GENESIS FARMS ADDITION NO. 2
511 S. WALNUT STREET



3/6/2026
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CITY OF GARDNER, KANSAS
GRAND STREET IMPROVEMENTS
GRAND STREET (PINE STREET TO CENTER STREET)

TRACT MAP 42

Date: 2/24/2026
Drawn By: BJG
Checked By: JAM
Approved By: RLU
File: TRACT MAP 42
Job #25-0304-01

1

1 OF 1

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 6

MEETING DATE: SEPTEMBER 8, 2026

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider accepting voluntary annexations with landowner consent

Strategic Priority: Promote Economic Development

Department: Business and Economic Development

Staff Recommendation:

Staff recommends the City Council adopt an ordinance annexing a parcel of land (see attached map).

Background/Description of Item:

The City received a request to voluntarily annex a tract of land, signed by the owners of record. The property adjoins land already within the City of Gardner and can therefore be annexed upon receipt of a voluntary annexation request from the property owners.

The attached Voluntary Consent Annexation Agreement outlines the terms agreed upon by the City and the property owners as conditions for this consent annexation. The terms are consistent with the governing body's direction on annexing rural properties.

Consent annexations are not subject to resolution, notice, public hearing, and extension-of-services plan requirements that may apply to other annexations.

Financial Impact:

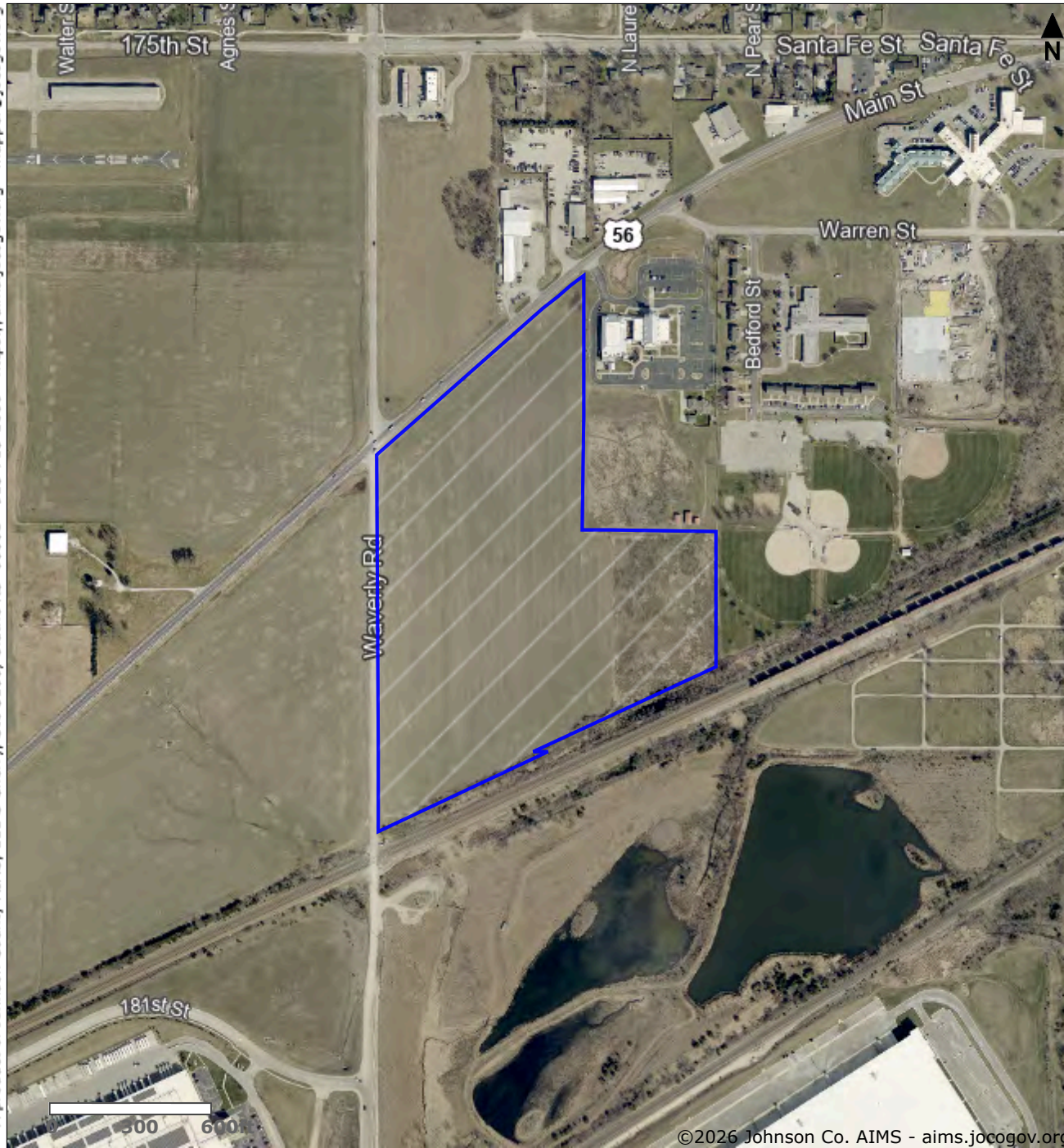
N/A

Attachments included:

- Map
- Ordinance No. 2892
- Voluntary Consent Annexation Agreement

Suggested Motion:

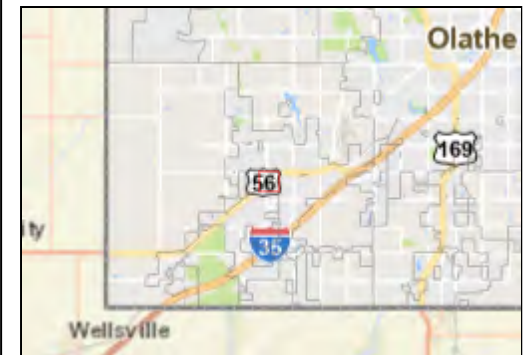
Accept the Voluntary Consent Annexation Agreements from the property owner identified within and adopt Ordinance No. 2892, an ordinance annexing land to the City of Gardner, Kansas.



Johnson Co AIMS Map

LEGEND

AIMS Imagery: Current Imagery (2026)



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ORDINANCE NO. 2892

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDNER, KANSAS.

WHEREAS, the following described land is located in Johnson County, Kansas;

WHEREAS, a written petition and/or consent for annexation of the following described land, signed by all of the owners thereof, have been filed with the City of Gardner, Kansas pursuant to K.S.A. 12-520(a)(7), as amended; and

WHEREAS, the governing body of the City of Gardner, Kansas, finds it advisable to annex such land.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

Section 1. That the following described land is hereby annexed and made a part of the City of Gardner, Kansas:

Legal Description:

A tract of land in the Northwest Quarter of Section 26, Township 14, Range 22, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner, of the Northwest Quarter of said Section 26; thence South 0 degrees East, along the east line, of the Northwest Quarter of said Section 26, a distance of 1,829.25 feet; thence North 89 degrees 51 minutes West a distance of 1,320.00 feet to the true point of beginning; thence South 0 degrees East, a distance of 506.93 feet to the Northerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad; thence South 64 degrees 47 minutes 25 seconds West, along the Northerly right-of-way line of said railroad, a distance of 739.14 feet to the South line of the Northwest Quarter of said Section 26; thence North 89 degrees 38 minutes 20 seconds East, along the South line, of the Northwest Quarter of said Section 26 and the Northerly right-of-way line of said railroad, a distance of 59.46 feet; thence continuing South 64 degrees 47 minutes 25 seconds West, along the Northerly right-of-way line of said railroad, a distance of 741.87 feet to the West line of said Section 26; thence North 0 degrees 30 minutes 20 seconds West, along the West line of said Section 26, a distance of 1,398.02 feet to the Southerly right-of-way line of 56 Highway; thence North 48 degrees 26 minutes 55 second East, along the Southerly right-of-way line of said 56 Highway, a distance of 862.41 feet; thence continuing along the Southerly right-of-way line of

said 56 Highway, on a curve to the right, having a radius of 3,779.8 feet, a distance of 319.07 feet to a point, 1,720.00 feet West, of the East line, of the Northwest Quarter of said Section 26; thence South 0 degrees East, a distance of 1,032.90 feet; thence South 89 degrees 51 minutes East, a distance of 400.00 feet to the point of beginning,

EXCEPT THE FOLLOWING TRACT: Commencing at the Northeast corner of the Northwest Quarter of Section 26, Township 14, Range 22, Johnson County, Kansas, thence South 01 degrees 38 minutes 08 seconds East along the East line of said Northwest Quarter, 736.03 feet to the South right-of-way line of Warren Street; thence South 88 degrees 19 minutes 43 seconds West along the South right-of-way line of said Warren Street, 1320.38 feet {1320.0=P} to the Northwest corner of Medicalodges Addition No. 1; thence South 01 degrees 29 minutes 41 seconds East along the West line of said Medicalodges Addition No. 1 660.00 feet to the Southwest corner of said Medicalodges Addition No. 1; thence North 88 degrees 19 minutes 43 seconds East along the South line of said Medicalodges Addition No. 11. 73 feet; thence South 01 degrees 38 minutes 08 seconds East parallel to the East line of said Northwest Quarter 429.00 feet; thence South 88 degrees 19 minutes 43 seconds West 400.00 feet to the true point of beginning; thence continuing South 88 degrees 19 minutes 43 seconds West 100.00; thence North 01 degrees 38 minutes 08 seconds West parallel to the East line of said Northwest Quarter 955.31 feet to a point on the Southerly right-of-way line of 56 Highway; thence Northeasterly on a curve to the right with an initial tangent bearing of North 49 degrees 34 minutes 23 seconds East and a radius of 3779.8 feet, 126.62 feet; thence South 01 degrees 38 minutes 08 seconds East parallel to the East line of said Northwest Quarter 1032.90 feet to the point of beginning.

And,

The entire width of the right-of-way known as Waverly Road, adjacent to and immediately west of the above-described property.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Gardner, Kansas this 8th day of September, 2026.

Todd Winters, Mayor

(SEAL)

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan B. Denk, City Attorney

VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 14th day of August, 2026, between the City of Gardner, Kansas, a municipal corporation (the City), and the Dale Q. Baker Revocable Trust (Property Owner), Kurt Clausing, VP, Midwest Trust Company (Trustee), as to an undivided one-half interest, and Carole Dale Grube, Trustee of the Carole Dale Grube Revocable Trust dated August 26, 2010 (Property Owner), as to an undivided one-half interest.

RECITALS

- A. The Property Owner(s) are the owners of record of the following described real property ("Property") located in unincorporated areas of Johnson County, Kansas adjacent to or within a platted subdivision adjacent to the City of Gardner, Kansas.

Legal Description:

A tract of land in the Northwest Quarter of Section 26, Township 14, Range 22, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner, of the Northwest Quarter of said Section 26; thence South 0 degrees East, along the east line, of the Northwest Quarter of said Section 26, a distance of 1,829.25 feet; thence North 89 degrees 51 minutes West a distance of 1,320.00 feet to the true point of beginning; thence South 0 degrees East, a distance of 506.93 feet to the Northerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad; thence South 64 degrees 47 minutes 25 seconds West, along the Northerly right-of-way line of said railroad, a distance of 739.14 feet to the South line, of the Northwest Quarter of said Section 26; thence North 89 degrees 38 minutes 20 seconds East, along the South line, of the Northwest Quarter of said Section 26 and the Northerly right-of-way line of said railroad, a distance of 59.46 feet; thence continuing South 64 degrees 47 minutes 25 seconds West, along the Northerly right-of-way line of said railroad, a distance of 741.87 feet to the West line of said Section 26; thence North 0 degrees 30 minutes 20 seconds West, along the West line of said Section 26, a distance of 1,398.02 feet to the Southerly right-of-way line of 56 Highway; thence North 48 degrees 26 minutes 55 second East, along the Southerly right-of-way line of said 56 Highway, a distance of 862.41 feet; thence continuing along the Southerly right-of-way line of said 56 Highway, on a curve to the right, having a radius of 3,779.8 feet, a distance of 319.07 feet to a point, 1,720.00 feet West, of the East line, of the Northwest Quarter of said Section 26; thence South 0 degrees East, a distance of 1,032.90 feet; thence South 89 degrees 51 minutes East, a distance of 400.00 feet to the point of beginning,

EXCEPT THE FOLLOWING TRACT: Commencing at the Northeast corner of the Northwest Quarter of Section 26, Township 14, Range 22, Johnson County, Kansas, thence South 01 degrees 38 minutes 08 seconds East along the East line of said Northwest Quarter, 736.03 feet to the South right-of-way line of Warren Street; thence

South 88 degrees 19 minutes 43 seconds West along the South right-of-way line of said Warren Street, 1320.38 feet (1320.0=P) to the Northwest corner of Medicalodges Addition No. 1; thence South 01 degrees 29 minutes 41 seconds East along the West line of said Medicalodges Addition No. 1 660.00 feet to the Southwest corner of said Medicalodges Addition No. 1; thence North 88 degrees 19 minutes 43 seconds East along the South line of said Medicalodges Addition No. 1 1.73 feet; thence South 01 degrees 38 minutes 08 seconds East parallel to the East line of said Northwest Quarter 429.00 feet; thence South 88 degrees 19 minutes 43 seconds West 400.00 feet to the true point of beginning; thence continuing South 88 degrees 19 minutes 43 seconds West 100.00; thence North 01 degrees 38 minutes 08 seconds West parallel to the East line of said Northwest Quarter 955.31 feet to a point on the Southerly right-of-way line of 56 Highway; thence Northeasterly on a curve to the right with an initial tangent bearing of North 49 degrees 34 minutes 23 seconds East and a radius of 3779.8 feet, 126.62 feet; thence South 01 degrees 38 minutes 08 seconds East parallel to the East line of said Northwest Quarter 1032.90 feet to the point of beginning.

And,

The entire width of the right-of-way known as Waverly Road, adjacent to and immediately west of the above-described property.

- B. The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated August 14, 2026, and will be filed by the City with the Office of Register of deeds for Johnson County, Kansas. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit A).

The parties agree as follows:

1. **Consent to Annexation.** Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.
2. **Zoning.** The Property is currently zoned Rural (RUR) by the County. A copy of the County zoning regulations application to the RUR zoning district at the time of annexation are attached hereto as Exhibit B. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.

3. **Acceptance of Annexation.** The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the official City newspaper.
4. **Deannexation.** The City and Property Owner recognize that the Property is, at the time of annexation, under contract for sale to a third party which intends to redevelop the property. Such redevelopment requires planning and zoning approval from the City. In the event that such planning and zoning applications are denied and the property is not sold, then Property Owner shall have the right to make demand upon the City in writing requesting de-annexation of either part or all of the Property, whereby the City shall take all steps necessary to de-annex such Property. If the City shall have failed to de-annex such property within ninety (90) days of the City's receipt of Property Owner's written request for de-annexation pursuant hereto, Property Owner shall have the right to obtain from the District Court of Johnson County, Kansas, such orders and judgments as may be required to enforce City's agreement to de-annex such property. This contractual deannexation right is exclusive to the current property owner and is inapplicable to any successors or assigns of the current Property Owner.

Now, therefore, the undersigned does give full and complete consent to the City of Gardner to annex the above-described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees, successors, and assigns of the undersigned.

ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF GARDNER, KANSAS ON THE 14th
DAY OF August, 2026.

CITY OF GARDNER, KANSAS

BY: _____
Todd Winters, Mayor

ATTEST:

Renee Rich, City Clerk

Approved as to form:

Ryan Denk, City Attorney

In Witness thereof, the undersigned have caused this agreement to be executed on 14th day of August, 2026.

Owner of Record:

Kurt Clausing
Kurt Clausing, VP, Midwest Trust Company, Trustee of the Dale Q. Baker Revocable Trust (Property Owner), as to an undivided one-half interest

State of Kansas

County of Johnson

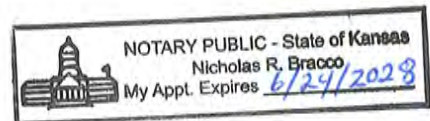
The foregoing instrument was acknowledged before me this 14th day of August,

2026, by Kurt Clausing.

Nicholas R. Bracco

Notary Public

Seal



Owner of Record:

Carole Dale Grube
Carole Dale Grube, Trustee of the Carole Dale Grube Revocable Trust dated August 26, 2010 (Property Owner), as to an undivided one-half interest

State of Kansas

County of Johnson

The foregoing instrument was acknowledged before me this 14th day of August,

2026, by Dale Grube.

Nicholas R. Bracco

Notary Public

Seal

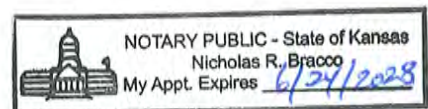


Exhibit A

CONSENT FOR ANNEXATION

(Adjoining property by request)

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:

A tract of land in the Northwest Quarter of Section 26, Township 14, Range 22, Johnson County, Kansas, more particularly described as follows: Commencing at the Northeast corner, of the Northwest Quarter of said Section 26; thence South 0 degrees East, along the east line, of the Northwest Quarter of said Section 26, a distance of 1,829.25 feet; thence North 89 degrees 51 minutes West a distance of 1,320.00 feet to the true point of beginning; thence South 0 degrees East, a distance of 506.93 feet to the Northerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad; thence South 64 degrees 47 minutes 25 seconds West, along the Northerly right-of-way line of said railroad, a distance of 739.14 feet to the South line, of the Northwest Quarter of said Section 26; thence North 89 degrees 38 minutes 20 seconds East, along the South line, of the Northwest Quarter of said Section 26 and the Northerly right-of-way line of said railroad, a distance of 59.46 feet; thence continuing South 64 degrees 47 minutes 25 seconds West, along the Northerly right-of-way line of said railroad, a distance of 741.87 feet to the West line of said Section 26; thence North 0 degrees 30 minutes 20 seconds West, along the West line of said Section 26, a distance of 1,398.02 feet to the Southerly right-of-way line of 56 Highway; thence North 48 degrees 26 minutes 55 second East, along the Southerly right-of-way line of said 56 Highway, a distance of 862.41 feet; thence continuing along the Southerly right-of-way line of said 56 Highway, on a curve to the right, having a radius of 3,779.8 feet, a distance of 319.07 feet to a point, 1,720.00 feet West, of the East line, of the Northwest Quarter of said Section 26; thence South 0 degrees East, a distance of 1,032.90 feet; thence South 89 degrees 51 minutes East, a distance of 400.00 feet to the point of beginning,

EXCEPT THE FOLLOWING TRACT: Commencing at the Northeast corner of the Northwest Quarter of Section 26, Township 14, Range 22, Johnson County, Kansas, thence South 01 degrees 38 minutes 08 seconds East along the East line of said Northwest Quarter, 736.03 feet to the South right-of-way line of Warren Street; thence South 88 degrees 19 minutes 43 seconds West along the South right-of-way line of said Warren Street, 1320.38 feet (1320.0=P) to the Northwest corner of Medicalodges Addition No. 1; thence South 01 degrees 29 minutes 41 seconds East along the West line of said Medicalodges Addition No. 1 660.00 feet to the Southwest corner of said Medicalodges Addition No. 1; thence North 88 degrees 19 minutes 43 seconds East along the South line of said Medicalodges Addition No. 1 1.73 feet; thence South 01

degrees 38 minutes 08 seconds East parallel to the East line of said Northwest Quarter 429.00 feet; thence South 88 degrees 19 minutes 43 seconds West 400.00 feet to the true point of beginning; thence continuing South 88 degrees 19 minutes 43 seconds West 100.00; thence North 01 degrees 38 minutes 08 seconds West parallel to the East line of said Northwest Quarter 955.31 feet to a point on the Southerly right-of-way line of 56 Highway; thence Northeasterly on a curve to the right with an initial tangent bearing of North 49 degrees 34 minutes 23 seconds East and a radius of 3779.8 feet, 126.62 feet; thence South 01 degrees 38 minutes 08 seconds East parallel to the East line of said Northwest Quarter 1032.90 feet to the point of beginning.

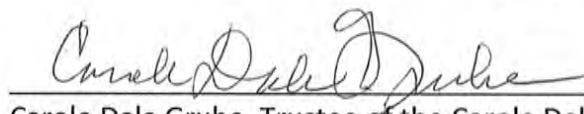
Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 14th day of August, 2026.

Owner(s) of Record:



Kurt Clausung, VP, Midwest Trust Company, Trustee of the Dale Q. Baker Revocable Trust (Property Owner), as to an undivided one-half interest



Carole Dale Grube, Trustee of the Carole Dale Grube Revocable Trust dated August 26, 2010 (Property Owner), as to an undivided one-half interest