

Adam Lanter

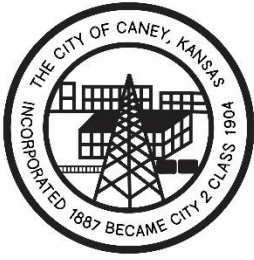
From: Jeff Culver [REDACTED]
Sent: Tuesday, April 21, 2026 1:16 PM
To: Adam Lanter
Subject: Special Meeting

Adam,

In lieu of the council meeting that was scheduled for Monday, April 20th that was cancelled for lack of quorum, I'm requesting a special council meeting be held Thursday, April 23rd at 7:30pm to discuss the full agenda from the previously scheduled meeting to also include the release of funds for the CDBG Housing Revitalization. If you have any questions, please reach out to me at your convenience.

Thank you.

Jeff Culver
President
Caney city council



100 W 4th Ave

Phone: 620-879-2772

www.caneyks.com

AGENDA

CITY OF CANEY
100 W. 4TH AVE

SPECIAL COUNCIL MEETING

ENTER THROUGH DOORS ON EAST END (MAIN STREET SIDE) OF BUILDING

DATE: April 23, 2026

TIME: 7:30 P.M.

A. CALL TO ORDER MAYOR ELLIOTT

B. ROLL CALL CITY CLERK

Joshua Elliott	Mayor
Jeff Culver	Council President
Elizabeth Burch	Council Member
Becky Dye	Council Member
Vacant	Council Member

C. PLEDGE OF ALLEGIANCE AND INVOCATION

D. CITIZEN PRESENTATION/COMMENTS

E. REMOVAL OF ITEM(S) FROM THE CONSENT AGENDA

F. CONSIDER APPROVAL OF CONSENT AGENDA ITEM(S)

Consent items are deemed to need little Council deliberation or have already been deliberated at a previous meeting and will be acted upon as one business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion.

F.1 Approval of the Minutes for the April 6, 2026 Meeting.

F.2. Approval of Expenses (April 7th to April 20th, 2026):

Everygy	\$7,074.83
Conrad Fire Equipment	\$38,799.33
Waste Connections	\$42,424.47

F.3. Approval of Personnel Expenses:

Approval of Payroll (April 9 th , 2026)	\$46,907.71
KPERS	\$6,407.72
BCBS	\$8,542.13

MOTION:

SECOND:

H. NEW BUSINESS

H.1. Discuss and consider Resolution 2026-17 pertaining to the sale of cereal malt beverages at the Fourth & Live concert and authorize the necessary signature(s).

MOTION:

SECOND:

H.2. Discuss and consider Resolution 2026-18 pertaining to the sale of cereal malt beverages at Mayfest and authorize the necessary signature(s).

MOTION:

SECOND:

H.3. Discuss and consider options for KPERs and motion a decision on how to proceed.

MOTION:

SECOND:

H.4. Discuss and consider the sale of the State Street shop and authorize the necessary signature(s) on the contract and Resolution 2026-19.

MOTION:

SECOND:

H.5. Discuss and consider Invoice 3 and authorize the payment to Midwest Engineering.

MOTION:

SECOND:

H.6. Discuss and consider setting the dates for the Citywide yard sale for May 8, 2026, through May 10, 2026.

MOTION:

SECOND:

H.7. Authorize the necessary signature(s) on the Request for Release of Funds for expanded CDBG target area.

MOTION:

SECOND:

H.8. Receive the quarterly progress report 8 for the CDBG Housing Revitalization Grant.

I. DEPARTMENT REPORTS

Mayor – Josh Elliott:

Police Chief – Ike Dye:

City Administrator – Andrea Sibley:

City Clerk – Adam Lanter:

Deputy City Clerk – Tyler Goza:

Utility Clerk – Jalissa Jones:

J. COUNCIL COMMENT

Council Member – Burch:

Council Member – Butts:

Council Member – Culver:

Council Member – Dye:

K. INFORMATION ITEMS

K.1. Join us for a workshop after the regular City Council meeting on May 4, 2026, to discuss various water fees and means to handle downtown buildings.

L. ADJOURNMENT

MOTION:

SECOND:

CITY OF CANEY
CITY COUNCIL
REGULAR MEETING MINUTES
April 6, 2026

A. CALL TO ORDER

Mayor Elliott called the regular City Council meeting to order at 6:30 pm Monday, April 6, 2026 in the Council Chambers at City Hall located at 100 W 4th Street.

B. ROLL CALL

Present:	Josh Elliot	Mayor
	Jeff Culver	Council President
	Kenith Butts	Council Member
	Elizabeth Burch	Council Member

Staff:	Andrea Sibley	City Administrator
	Ike Dye	Police Chief
	Tyler Goza	Deputy City Clerk
	Jalissa Jones	Utilities Clerk
	Nigel Flenar	Code Enforcement Officer

C. PLEDGE OF ALLEGIANCE AND INVOCATION

Attendees recited the pledge of allegiance and Mayor Elliott led the invocation.

D. CITIZEN PRESENTATION/VISITOR COMMENTS

Frank LaForge spoke about and disagreed with the City’s decision to go with another Workers Comp provider.

E. REMOVAL OF ITEMS FROM THE AGENDA

There were no items removed from the agenda.

F. CONSIDER APPROVAL OF CONSENT AGENDA

**F.1. CONSIDER APPROVAL OF THE MINUTES FROM THE MARCH 16, 2026
REGULAR CITY COUNCIL MEETING.**

F.2. CONSIDER APPROVAL OF EXPENSES (MARCH 19, 2026 TO APRIL 6, 2026):

Axon Enterprises, Inc.	\$5,732.33
Core & Main	\$6,449.34
G&G Dozer	\$10,300.00
R.E.P. Enterprises, LLC	\$13,632.54

F.3. APPROVAL OF PERSONNEL EXPENSES:

Approval of Payroll (March 27, 2026)	\$46,907.71
KPERS	\$5,653.51
BCBS	\$8,542.13

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER BURCH TO APPROVE ITEMS F.1, F.2., AND F.3. AS PRESENTED.

MOTION CARRIES 4-0.

F.4. APPROVAL OF MAIN STREET AUTO EXPENSES:

Invoice #010001	\$801.86
Invoice #010525	\$396.57
Invoice #010508	\$78.07
Total:	\$1,276.50

A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL PRESIDENT CULVER TO APPROVE ITEM F.4. AS PRESENTED.

MOTION CARRIES 4-0.

G. OLD BUSINESS

There was no old business discussed.

H. NEW BUSINESS

H.1. DISCUSS AND CONSIDER THE CDBG HOUSING REVITALIZATION ENVIRONMENTAL REVIEW AND AUTHORIZE THE NECESSARY SIGNATURES.

Discussion was had about the CDBG Housing Revitalization Environmental Review.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE THE ENVIRONMENTAL REVIEW AND AUTHORIZE THE NECESSARY SIGNATURE(S) .

MOTION CARRIES 4-0.

H.2. APPROVE THE KANSAS DEPARTMENT OF COMMERCE AUDIT SIGN OFF AND AUTHORIZE THE NECESSARY SIGNATURE(S).

Discussion was had on the Department of Commerce audit sign off.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE ITEM H.2. AS PRESENTED.

MOTION CARRIES 4-0.

H.3. DISCUSS AND CONSIDER ORDINANCE 2026-07 ADOPTING THE 2025 UNIFORM PUBLIC OFFENSE CODE FEE SCHEDULE AND AUTHORIZE THE NECESSARY SIGNATURE(S)

Discussion was had about Ordinance 2026-07 regarding the Uniform Public Offense Code fee schedule adoption.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER BURCH TO ADOPT THE 2025 UNIFORM PUBLIC OFFENSE CODE VIA ORDINANCE 2026-07.

MOTION CARRIES 4-0.

H.4. DISCUSS AND CONSIDER ORDINANCE 2026-08 APPROVING THE KEEPING OF CERTAIN LIVESTOCK INSIDE CITY LIMITS AND AUTHORIZE THE NECESSARY SIGNATURE(S).

Discussion was had about Ordinance 2026-08 regarding the keeping of certain livestock inside City limits.

A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL PRESIDENT CULVER TO ADOPT ORDINANCE 2026-08 UPDATING THE LIVESTOCK THAT CAN BE KEPT WITHIN CITY LIMITS.

MOTION CARRIES 4-0.

H.5. DISCUSS AND CONSIDER THE COFFEYVILLE SUPPLY LINE CDBG GRANT TIME EXTENSION AND AUTHORIZE THE NECESSARY SIGNATURE(S).

Discussion was had regarding requesting a time extension for the CDBG grant for the Coffeyville Supply Line project.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE THE TIME EXTENSION FOR THE COFFEYVILLE SUPPLY LINE CDBG GRANT.

MOTION CARRIES 4-0.

H.6. DISCUSS AND CONSIDER APPROVING A GAAP WAIVER FOR FY 2025 AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-02.

Discussion was had about Resolution 2026-02 approving a GAAP waiver for FY 2025.

A MOTION WAS MADE BY COUNCIL MEMBER DYE, SECONDED BY COUNCIL PRESIDENT CULVER TO APPROVE THE GAAP WAIVER FOR FY 2025.

MOTION CARRIES 4-0.

H.7. DISCUSS AND CONSIDER APPROVING A GAAP WAIVER FOR FY 2026 AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-03.

Discussion was had about Resolution 2026-03 approving a GAAP waiver for FY 2026.

A MOTION WAS MADE BY COUNCIL MEMBER DYE, SECONDED BY COUNCIL PRESIDENT CULVER TO APPROVE THE GAAP WAIVER FOR FY 2026.

MOTION CARRIES 4-0.

H.8. AUTHORIZE THE NECCESARRY SIGNATURE(S) ON RESOLUTION 2026-04 APPROVING THE PURCHASE OF THE NEW PUBLIC WORKS FACILITY.

Discussion was had about resolution 2026-04 regarding the purchase of the new Public Works building.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE RESOLUTION 2026-04.

MOTION CARRIES 4-0.

H.9. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 100 E TAYLOR AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-05.

Discussion was had about Resolution 2026-05, beginning the condemnation process for E Taylor.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE RESOLUTION 2026-05.

MOTION CARRIES 4-0.

H.10. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 115 N SPRING AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-06.

Discussion was had about Resolution 2026-06, beginning the condemnation process for 115 N Spring.

A MOTION WAS MADE BY COUNCIL MEMBER DYE, SECONED BY COUNCIL PRESIDENT CULVER TO APPROVE RESOLUTION 2026-06.

MOTION CARRIES 3-0 (COUNCIL MEMBER BUTTS ABSTAINED).

H.11. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 121 E HOWARD AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-07.

Discussion was had about Resolution 2026-07, beginning the condemnation process on 121 E Howard.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE RESOLUTION 2026-07.

MOTION CARRIES 4-0.

H.12. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 129 N STATE AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-08.

Discussion was had about Resolution 2026-08, beginning the condemnation process on 129 N State.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER BURCH TO APPROVE RESOLUTION 2026-08.

MOTION CARRIES 4-0.

H.13. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 200 W TAYLOR AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-09.

Discussion was had about Resolution 2026-09, beginning the condemnation process on 200 W Taylor.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE RESOLUTION 2026-09.

MOTION CARRIES 4-0.

H.14. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 304 N FOREMAN AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON 2026-10.

Discussion was had about Resolution 2026-10, beginning the condemnation process on 304 N Foreman.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE RESOLUTION 2026-10.

MOTION CARRIES 4-0.

H.15. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 402 N HIGH AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-11.

Discussion was had about Resolution 2026-11, beginning the condemnation process on 402 N High.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER BURCH TO APPROVE RESOLUTION 2026-11.

MOTION CARRIES 4-0.

H.16. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 404 N FOREMAN AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-12.

Discussion was had about Resolution 2026-12. Beginning the condemnation process on 404 N Foreman.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER BURCH TO APPROVE RESOLUTION 2026-12.

MOTION CARRIES 4-0.

H.17. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 406 N FAWN AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-13.

Discussion was had about Resolution 2026-13, beginning the condemnation process on 406 N Fawn.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER BURCH TO APPROVE RESOLUTION 2026-13.

MOTION CARRIES 4-0.

H.18 DISUCSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 410 S STATE AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-14.

Discussion was had about Resolution 2026-14, beginning the condemnation process on 410 S State.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE RESOLUTION 2026-14.

MOTION CARRIES 4-0.

H.19. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 502 N MAIN AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-15.

Discussion was had about Resolution 2026-15, beginning the condemnation process on 502 N Main.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE RESOLUTION 2026-15.

MOTION CARRIES 4-0.

H.20. DISCUSS AND CONSIDER BEGINNING CONDEMNATION PROCEEDINGS FOR 601 N FOREMAN AND AUTHORIZE THE NECESSARY SIGNATURE(S) ON RESOLUTION 2026-16.

Discussion was had about Resolution 2026-16, beginning the condemnation process on 501 N Foreman.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO APPROVE RESOLUTION 2026-16.

MOTION CARRIES 4-0.

H.21. SET A HEARING DATE FOR ALL CONDEMNATION PROCEEDINGS BROUGHT TO COUNCIL FOR MAY 18, 2026 AT 6:30 IN THE COUNCIL CHAMBERS.

A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL PRESIDENT CULVER TO APPROVE THE HEARING DATE.

MOTION CARRIES 4-0.

H.22. DISCUSS AND CONSIDER CLOSING A DORMANT BANK ACCOUNT OWNED BY THE CITY.

Discussion was had about closing a dormant bank account owned by the City.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO CLOSE A DORMANT BANK ACCOUNT OWNED BY THE CITY.

MOTION CARRIES 4-0.

H.23. DISCUSS AND CONSIDER SETTING THE DATES FOR CITYWIDE CLEAN UP AS APRIL 20, 2026 – APRIL 25, 2026, FOR 2026.

Discussion was had about setting the dates for the Citywide clean up.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER BURCH TO APPROVE THE DATES FOR THE 2026 CITY WIDE CLEAN UP.

MOTION CARRIES 4-0.

H.24. AUTHORIZE THE NECESSARY SIGNATURE(S) ON THE NOTICE PURSUANT TO K.S.A. 12-2626 FOR JOINING KANSAS MUNICIPAL INSURANCE TRUST (“KMIT”).

Discussion was had about the notice for joining KMIT.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO AUTHORIZE THE NECESSARY SIGNATURES.

MOTION CARRIES 4-0.

I. DEPARTMENT REPORTS:

I.1. MAYOR – JOSH ELLIOTT

I.1.1. A special meeting was scheduled for discussing Workers Comp coverage, but quorum was not met and no one attempted to reset the meeting. KMIT puts the City in a larger pool.

I.1.2. City Crew leveled the dirt mounds at the pocket park.

I.1.3. There was a water break on High street that has since been fixed.

I.1.4. A new Public Works Supervisor has been hired.

I.1.5. An RFQ has been released for cemetery mowing.

I.2. POLICE CHIEF – IKE DYE

I.2.1. The new Dodge Durangos are now at the up fitter and should start trickling in soon.

I.2.2. The second annual D.A.R.E. color run will be Saturday April 11th.

I.3 CITY ADMINISTRATOR – ANDREA SIBLEY

I.3.1. The audit is close to finished.

I.3.2. Will be presenting at the H.U.B. Infrastructure summit in Hays, KS.

I.4. DEPUTY CITY CLERK – TYLER GOZA 3:40

I.4.1. Working on Bank Recs, doing them differently based off of auditor recommendations,

I.5. UTILITY CLERK – JALISSA JONES

I.5.1. Provided an update on attending the water conference.

I.5.2. Requested a workshop after the April 20, 2026 meeting to go over the reconnection and processing fee.

J. COUNCIL COMMENTS

J.1. COUNCIL MEMBER BURCH

J.1.1. Citizens are inquiring about the pool.

J.2. COUNCIL MEMBER BUTTS

J.2.1. Has been a Council Member for the past fourteen (14) years but is resigning.

A MOTION WAS MADE BY COUNCIL PRESIDENT CULVER, SECONDED BY COUNCIL MEMBER DYE TO ACCEPT KENNITH BUTT’S RESIGNATION FROM THE CITY COUNCIL.

MOTION CARRIES 3-0.

K. INFORMATIONAL

K.1. Workshop after the April 20th meeting.

L. ADJOURNMENT

A MOTION WAS MADE BY COUNCIL MEMBER BURCH, SECONDED BY COUNCIL PRESIDENT CULVER TO ADJOURN AT 7:15 PM.

Joshua D. Elliott, Mayor

Attest:

Adam Lanter, City Clerk

DATE:
 NAME: **EVERGY** **4.2026**
 VENDOR # **23182**

Account Number	Amount
9799500547	\$ 79.85
7861363972	\$ 268.61
7853520178	\$ 96.42
6603958225	\$ 35.26
4046252942	\$ 29.44
3777405547	\$ 59.76
788774069	\$ 39.28
FUND 01-5-25-2060	\$ 608.62

Account Number	Amount
9196907640	\$ 284.27
FUND 01-5-40-2060	\$ 284.27

Account Number	Amount
7842385056	\$ 2,132.74
FUND 10-5-00-2061	\$ 2,132.74

Account Number	Amount
7848444778	\$ 120.70
FUND 01-5-30-2060	\$ 120.70

Account Number	Amount
7845030414	\$ 142.68
7835248735	\$ 68.04
7845091935	\$ 45.16
FUND 01-5-15-3520	\$ 255.88

\$ 7,074.83

Account Number	Amount
6361277587	\$ -
FUND 01-5-10-2060	\$ -

Account Number	Amount
4159928082	\$ 761.81
7832880213	\$ 51.86
FUND 01-5-10-2060	\$ 813.67

Account Number	Amount
1440601062	\$ 35.34
FUND 01-5-10-3110	\$ 35.34

Account Number	Amount
7842538851	\$ 57.28
1318337960	\$ 2,550.82
FUND 94-5-00-2060	\$ 2,608.10

Account Number	Amount
1132578101	\$ -
FUND 08-5-60-2062	\$ -

Account Number	Amount
7850505697	\$ 36.04
1508748786	\$ 94.37
FUND 10-5-00-2060	\$ 130.41

Account Number	Amount
1104683268	\$ 85.10
FUND 10-5-00-2060	\$ 85.10

CONRAD FIRE EQUIPMENT, INC.

19922 W 162nd Street Olathe, KS 66062

www.CONRADFIRE.com

(913) 780-5521

(913) 780-5251 Fax

INVOICE 592152

CUSTOMER NO.
2488

BILL TO:

SHIP TO:

CANEY FIRE DEPARTMENT
PO BOX 129
CANEY, KS 67333

CANEY FIRE DEPARTMENT
127 N SPRING
ATTN: NICK WOOD
CANEY, KS 67333

PHONE:

FAX:

PAGE 1

ORDERED BY: NICK WOOD

DATE	SHIP VIA	F.O.B.	TERMS			
03/12/26	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR ORDER NUMBER			
MSA/VERID/GLOBE/BD	12/09/25	254 / 252	504846			
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
ORDERED	SHIPPED	B.O.				
			CUSTOMER RESPONSIBLE FOR ANY SHIPPING COST.			
11	11		GLO.GX3-JKT-ARMOR	BLACK ARM/TIT SL2/STDAIR	2,018.00 22,198.00	
11	11		GLO.GPS-PANT-ARMOR	BLACK ARM/TIT SL2/STDAIR	1,502.00 16,522.00	
<p>Please note: A 3% credit card service fee will be assessed on all credit card payments in excess of \$3,000. Orders may not be broken into smaller dollar amounts to avoid this service charge. Cash, check, ACH, and wire transfer payments will not be subject to a service charge.</p>						
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amf.	INVOICE TOTAL
38,720.00	0.00	79.33	38,720.00	0.00	0.00	38,799.33
"WE APPRECIATE YOUR BUSINESS"						
<p>RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.</p>						



WASTE CONNECTIONS OF OK, INC
BARTLESVILLE DISTRICT
397781 W 1400 RD
DEWEY OK 74029-3970
DISTRICT NO. 5029

ACCOUNT NO. 5029-395573-001
INVOICE NO. 865079V029
STATEMENT DATE 04/01/26
DUE DATE 04/20/26
BILLING PERIOD 03/01/26 - 03/31/26

CITY OF- RESIDENTAL CANEY
CITY OF CANEY ATTN: ACCOUNTS PAYABLES
100 W FOURTH AVE
CANEY KS 67333

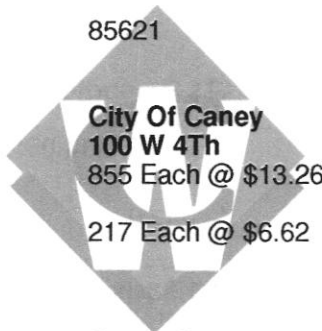
Scan to pay online



FOR ASSISTANCE 877-336-3161
Customer Service 800-457-1379
One Time Payments

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 42,127.61
03/09/26	Payment Thank You! Total Payments And Credits	\$ -21,005.88 \$ -21,005.88
	Service Location Acct #395573-001	
03/31/26	Curbside Service 03/01/26-03/31/26	\$ 11,337.30
03/31/26	Extra Cart 03/01/26-03/31/26	\$ 1,436.54
	Location Totals	\$ 12,773.84
	Service Location Acct #395573-003	
03/04/26	Disposal Charge - Ro 508418	\$ 0.00
03/04/26	Haul 40 Yd - Ro 117791	\$ 0.00
	Location Totals	\$ 0.00



Please remit to the address below and return your remit stub with your payment.



WASTE CONNECTIONS OF OK, INC
BARTLESVILLE DISTRICT
397781 W 1400 RD
DEWEY OK 74029-3970

ACCOUNT NO. 5029-395573-001
INVOICE NO. 865079V029
STATEMENT DATE 04/01/26
DUE DATE 04/20/26
PAY THIS AMOUNT \$42,339.70

SP 03 000007 36175 E 1 ASNGLP



CITY OF- RESIDENTAL CANEY
CITY OF CANEY ATTN: ACCOUNTS PAYABLES
100 W FOURTH AVE
CANEY KS 67333-1410

WRITE IN AMOUNT PAID \$

TO CHANGE ADDRESS
Check here and complete the information on the reverse side.

MAIL PAYMENT TO:
WASTE CONNECTIONS OF OK, INC
BARTLESVILLE DISTRICT
397781 W 1400 RD
DEWEY OK 74029-3970



000007 1/10



RESOLUTION 2026-17

AN ORDINANCE PERMITTING THE SALE AND CONSUMPTION OF CEREAL MALT BEVERAGES AT A DESIGNATED SPECIAL EVENT WITHIN THE CITY OF CANEY, KANSAS

WHEREAS, The Governing Body of the City of Caney, Kansas finds that certain community events promote economic activity, tourism, and public engagement; and

WHEREAS, the event known as Fourth and Live is scheduled for May 22, 2026; and

WHEREAS, the City desires to permit the sale and consumption of Cereal Malt Beverages at said event in accordance with state law.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNINNG BODY OF THE CITY OF CANEY, KANSAS;

- 1. Authorization.** The sale and consumption of cereal malt beverages is hereby approved for the special event identified above.
- 2. Compliance with State Law.** All sales shall be conducted by properly licensed vendors holding valid permits issued or recognized by the State of Kansas.
- 3. Designated Areas.** Alcohol consumption shall be limited to areas approved by the City and appropriately controlled by the Event Organizer (see attached map).
- 4. Public Safety.** The Event Organizer shall coordinate with local law enforcement and emergency services and implement reasonable measures to ensure public safety.
- 5. Conditions.** The City may impose additional conditions as necessary to protect public health, safety, and welfare.

PASSED AND APPROVED, By the Governing Body of the City of Caney, Kansas, on this 20th day of April 2026.

Joshua D. Elliott, Mayor

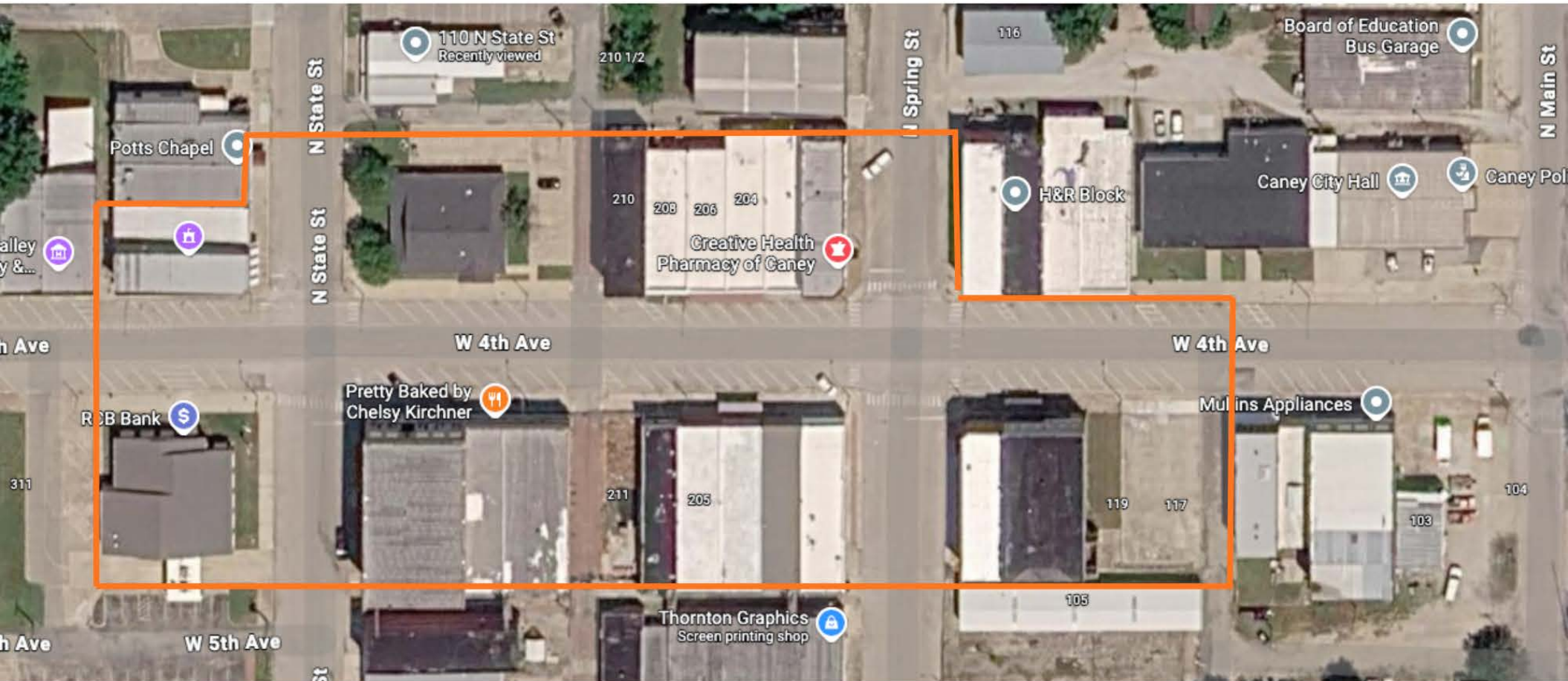
Attest:

Adam Lanter, City Clerk

Fourth and Live

May 22, 2026

Special Event Beer Perimeter



RESOLUTION 2026-18

AN ORDINANCE PERMITTING THE SALE AND CONSUMPTION OF CEREAL MALT BEVERAGES AT A DESIGNATED SPECIAL EVENT WITHIN THE CITY OF CANEY, KANSAS

WHEREAS, The Governing Body of the City of Caney, Kansas finds that certain community events promote economic activity, tourism, and public engagement; and

WHEREAS, the event known as Mayfest is scheduled for May 23, 2026; and

WHEREAS, the City desires to permit the sale and consumption of Cereal Malt Beverages at said event in accordance with state law.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNINNG BODY OF THE CITY OF CANEY, KANSAS;

- 1. Authorization.** The sale and consumption of cereal malt beverages is hereby approved for the special event identified above.
- 2. Compliance with State Law.** All sales shall be conducted by properly licensed vendors holding valid permits issued or recognized by the State of Kansas.
- 3. Designated Areas.** Alcohol consumption shall be limited to areas approved by the City and appropriately controlled by the Event Organizer (see attached map).
- 4. Public Safety.** The Event Organizer shall coordinate with local law enforcement and emergency services and implement reasonable measures to ensure public safety.
- 5. Conditions.** The City may impose additional conditions as necessary to protect public health, safety, and welfare.

PASSED AND APPROVED, By the Governing Body of the City of Caney, Kansas, on this 20th day of April 2026.

Joshua D. Elliott, Mayor

Attest:

Adam Lanter, City Clerk

E 4th Ave

E 4th Ave

E 4th Ave

E 4th Ave

S Hooker St

S Hooker St

S Hooker St

S Hooker St

103

100

Caney City Park

Ridgeway St

Ridgeway St

Ridgeway St

Ridgeway St



402



408

Big G's Hamburger



E 5th Ave

E 5th Ave

E 5th Ave

E 5th Ave

75

75

S McGee St

75

302

304

314

404

200

505

Raising the Bar Fitness



KPERS GROSS VS DEDUCTION TAKEN

EMPLOYEE'S DATES & AMOUNT DIFFERENCES

	10.10.2025	10.23.2025	11.6.2025	11.20.2025	12.4.2025	12.18.2025	12.31.2025	1.15.2026	1.29.2026	2.12.2026	2.26.2026	3.12.2026	3.26.2026	4.9.2026	4.23.2.TOTALS
\$	107.10	\$ 110.16	\$ 110.16	\$ 43.61	\$ 40.55	\$ 42.08	\$ 78.99	\$ 41.69	\$ 70.76	\$ 28.69	\$ 23.33	\$ -	\$ -	\$ -	\$ 697.12
\$	82.65	\$ 66.69	\$ 82.08	\$ 82.08	\$ 42.24	\$ 25.71	\$ 51.36	\$ 41.38	\$ 36.54	\$ 32.55	\$ 27.42	\$ -	\$ -	\$ -	\$ 570.70
\$	86.40	\$ 77.76	\$ 86.40	\$ 77.76	\$ 17.28	\$ 2.16	\$ 17.28	\$ 8.64	\$ 11.88	\$ 86.40	\$ 49.68	\$ -	\$ -	\$ -	\$ 521.64
\$	96.44	\$ 103.66	\$ 94.02	\$ 102.12	\$ 65.55	\$ -	\$ 77.97	\$ 17.25	\$ 37.95	\$ 10.35	\$ 6.21	\$ -	\$ -	\$ -	\$ 611.52
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	98.25	\$ 89.20	\$ 103.66	\$ 101.26	\$ 19.29	\$ -	\$ 48.22	\$ 77.15	\$ 19.29	\$ 10.12	\$ 10.12	\$ -	\$ -	\$ -	\$ 576.56
\$	100.04	\$ 91.26	\$ 95.94	\$ 72.54	\$ 74.88	\$ 15.04	\$ 46.80	\$ 33.93	\$ 32.18	\$ 8.19	\$ -	\$ -	\$ -	\$ -	\$ 570.80
\$	76.66	\$ 76.65	\$ 76.66	\$ 76.66	\$ 78.57	\$ 73.30	\$ 84.32	\$ 72.34	\$ 37.13	\$ 45.99	\$ 63.24	\$ -	\$ -	\$ -	\$ 761.52
\$	118.85	\$ 118.85	\$ 101.02	\$ 118.85	\$ 23.77	\$ -	\$ 35.66	\$ 11.88	\$ 11.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 540.76
\$	81.60	\$ 81.60	\$ 81.60	\$ 74.46	\$ 40.80	\$ 61.20	\$ 74.46	\$ 67.83	\$ 72.42	\$ 61.20	\$ 64.26	\$ -	\$ -	\$ -	\$ 761.43
\$	120.96	\$ 120.96	\$ 120.96	\$ 120.96	\$ 100.38	\$ 30.24	\$ 90.72	\$ 50.82	\$ 67.62	\$ 48.72	\$ 35.91	\$ -	\$ -	\$ -	\$ 908.25
\$	87.99	\$ 95.23	\$ 79.55	\$ 83.17	\$ 57.26	\$ 0.91	\$ 71.12	\$ 15.67	\$ 33.76	\$ 6.02	\$ -	\$ -	\$ -	\$ -	\$ 530.68
\$	76.65	\$ 76.65	\$ 76.65	\$ 76.65	\$ 121.69	\$ 25.87	\$ 78.57	\$ 120.50	\$ 30.66	\$ 73.30	\$ 57.49	\$ -	\$ -	\$ -	\$ 814.68
\$	76.66	\$ 76.66	\$ 76.65	\$ 63.24	\$ 121.69	\$ 25.87	\$ 61.32	\$ 65.15	\$ 30.66	\$ 109.23	\$ 60.36	\$ -	\$ -	\$ -	\$ 767.49
\$	103.20	\$ 93.60	\$ 88.80	\$ 85.20	\$ 34.50	\$ 12.00	\$ 30.00	\$ 21.30	\$ 20.40	\$ -	\$ 28.80	\$ -	\$ -	\$ -	\$ 517.80
\$	184.62	\$ 184.62	\$ 184.62	\$ 184.62	\$ 36.92	\$ -	\$ 36.92	\$ 18.46	\$ 18.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 849.24
\$	93.60	\$ 84.24	\$ 84.24	\$ 84.24	\$ 25.74	\$ 18.43	\$ 43.88	\$ 28.37	\$ 34.81	\$ 17.55	\$ 9.45	\$ -	\$ -	\$ -	\$ 524.55
\$	105.91	\$ 97.29	\$ 110.40	\$ 97.98	\$ 68.31	\$ 15.18	\$ 48.30	\$ 46.23	\$ 86.60	\$ 31.74	\$ 13.46	\$ -	\$ -	\$ -	\$ 721.40
\$	100.80	\$ 87.72	\$ 100.80	\$ 77.51	\$ 20.69	\$ 4.57	\$ 34.02	\$ 34.75	\$ 27.41	\$ 9.13	\$ 45.36	\$ -	\$ -	\$ -	\$ 542.76
\$	70.68	\$ 70.68	\$ 59.52	\$ 65.10	\$ 34.41	\$ 33.48	\$ 45.57	\$ 26.97	\$ 27.41	\$ 11.16	\$ 11.16	\$ -	\$ -	\$ -	\$ 456.14
\$	93.30	\$ 85.80	\$ 86.40	\$ 89.20	\$ 23.84	\$ 10.94	\$ 21.13	\$ 19.80	\$ 28.65	\$ 8.90	\$ 9.29	\$ -	\$ -	\$ -	\$ 477.25
\$	122.31	\$ 134.54	\$ 122.31	\$ 134.54	\$ 24.46	\$ -	\$ 36.69	\$ 12.23	\$ 12.23	\$ 6.12	\$ -	\$ -	\$ -	\$ -	\$ 605.43
											\$ 1.22	\$ -	\$ -	\$ -	\$ 1.22
\$	8.88										\$ 4.73	\$ -	\$ -	\$ -	\$ 13.61
\$	78.57	\$ 90.45	\$ 86.40	\$ 91.26	\$ 41.58	\$ 4.05	\$ 22.14	\$ 14.85	\$ 8.64	\$ 1.62	\$ 4.05	\$ -	\$ -	\$ -	\$ 443.61
			\$ 62.01	\$ 49.43	\$ -	\$ 22.23	\$ 26.91	\$ 26.91	\$ 24.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212.06
						\$ 74.40	\$ 74.40	\$ 126.48	\$ 81.84	\$ 81.84	\$ 81.84	\$ 93.00	\$ 90.21		\$ 704.01
\$	95.46	\$ 84.36	\$ 95.46	\$ 91.02	\$ 36.91	\$ -	\$ 66.05	\$ 18.87	\$ 18.87	\$ -	\$ 43.29	\$ -	\$ -	\$ -	\$ 550.29
\$	166.44	\$ 124.28	\$ 87.60	\$ 87.60	\$ 43.80	\$ 71.45	\$ 162.06	\$ 61.32	\$ 118.81	\$ 113.33	\$ 29.57	\$ -	\$ -	\$ -	\$ 1,066.26

TOTAL FOR CITY \$ 16,318.78



COMMERCIAL REAL ESTATE CONTRACT

Document updated:
April 2016

1. PARTIES: The parties to this Contract are: (Print Names)

SELLER: City of Caney

BUYER: Fred Robert Hinkle and Carolyn Roberta Hinkle

2. EFFECTIVE DATE OF THE CONTRACT: The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. AGREEMENT TO SELL AND PROPERTY ADDRESS: BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements on the Property (the "Property") commonly known as:

STREET ADDRESS: 109 South State Street

CITY: Caney

COUNTY: Montgomery County

STATE: KS

ZIP CODE: 67333

LEGAL DESCRIPTION:

ORIGINAL, S12, T35, R13, 8181 SQUARE FEET, N 15' LT 14; LT 15; S 16' LT 16 BLK 11, Lot Width 69.04' Lot Depth 121.75' Plat Book/Page 5 /8 Deed Book/Page 342 /184 167 /013 and ORIGINAL, S12, T35, R13, N 53.5' LT 11 BLK 11; Lot Width: 053.5 Lot Depth: 025.0 Plat Book/Page 5 /8 Lot Width: 053.5 Lot Depth: 025.0 Deed Book/Page 999 /999

4. PURCHASE PRICE OF THE PROPERTY: BUYER agrees to purchase the Property from the SELLER in return for consideration in the manner as follows:

- A. **PURCHASE PRICE:** \$10,000
- B. **EARNEST MONEY** (See Section 8): \$500
- C. **NEW MORTGAGE** (See Section 9): \$
- D. **OTHER FUNDS:** \$9,500
- E. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of Closing, excluding adjustments and pro-rations, financing as set forth in the Contract or the attached financing addendum, closing costs and any pre-paid expenses (if any). Amount shall be in the form of Cash, Certified, Cashier's Check or wired funds on the date of Closing. \$

5. CLOSING AND POSSESSION:

- A. Closing shall be completed on or before 05/08/2026 (the "Closing Date"). SELLER shall deliver possession of the Property to the BUYER on or before 05/08/2026 (the "Possession Date").
- B. If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.
- C. If closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days.
- D. BUYER SELLER BUYER and SELLER equally shall pay any closing agent fees.

6. INCLUSIONS AND EXCLUSIONS FROM THE PROPERTY:

- A. This Contract includes the real property described in this Contract, all existing improvements on the Property and any appurtenances, equipment or fixtures that are bolted, glued, nailed, screwed or otherwise permanently affixed to the real property or any existing improvements on the Property.
- B. The following items are also included in the sale and are considered to be a part of the Property under this Contract:

- C. The following items are not included in the sale and are specifically excluded from the Property under this Contract:

BUYER'S INITIALS	<u>FRH</u>	<u>CRH</u>
SELLER'S INITIALS		

D. BUYER and SELLER agree that this Contract shall be the sole determinant of the Property that is transferred pursuant to this Contract. BUYER and SELLER agree that the description of the Property in this Contract supersedes any descriptions of the Property found in the multiple listing service (MLS), Commercial Property Disclosure Statement and any other promotional materials used to market the Property.

7. **PERSONAL PROPERTY:** Personal property is included not included in the sale of the Property. If personal property is included, please specify below:

8. EARNEST MONEY:

- A. BUYER agrees to deposit \$500 _____ as Earnest Money in the form of Cash Personal Check Money Order Cashier's Check Other Any acceptable form with Kansas Secured Title (the name of the earnest money holder) as a guarantee that the BUYER shall fulfill the terms and conditions of this Contract.
- B. BUYER acknowledges that the Earnest Money shall be deposited within five business days after this Contract is signed by all parties. BUYER agrees and acknowledges that these funds may be deposited into an interest-bearing account and that the Escrow Agent or Listing Broker has the right to retain all interest earned on the funds. BUYER agrees and acknowledges that BUYER is not entitled to any interest on the Earnest Money.
- C. In the event that the BUYER fails for any reason to fulfill any of the BUYER'S obligations under this Contract, SELLER may at the SELLER'S option cancel this Contract and, upon the cancellation of this Contract by the SELLER, the Earnest Money shall become the sole property of the SELLER. In the event that the Earnest Money is forfeited by the BUYER as stated in this subsection, all expenses of the sale incurred by the BUYER, SELLER and any real estate licensees involved in the transaction as of the date of cancellation or default, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be paid for prior to any remaining funds from the forfeited Earnest Money being released to the SELLER.
- D. If either the BUYER or SELLER cancels this Contract as provided under one of the paragraphs concerning financing, inspections, liens or title evidence contained in this Contract, BUYER'S Earnest Money shall be returned to the BUYER. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the BUYER, SELLER and any real estate licensees involved in this transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.
- E. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.
- F. In the event that the Earnest Money is either forfeited to the SELLER or returned to the BUYER, BUYER and SELLER shall both have the option of seeking specific performance of this Contract or any other applicable legal or equitable relief.
- G. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Listing Broker or the Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Listing Broker can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.
- H. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Listing Broker within seven (7) calendar days of receiving the letter or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract. If a dispute arises over the disposition of funds or documents deposited with the Listing Broker or Escrow Agent, BUYER and SELLER agree that any attorneys' fees, court costs or any other legal expenses incurred by the Listing Broker or Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or other funds deposited with the Listing Broker or Escrow Agent.

9. **NEW MORTGAGE FINANCING CONTINGENCY** (SECTION MUST BE CHECKED IF APPLICABLE):

A. This Contract shall be contingent upon the BUYER obtaining mortgage financing to purchase the Property. BUYER shall complete a written application for the mortgage loan and pay the fees required by the mortgage lender within _____ calendar days (15 if left blank) after the Effective Date of this Contract.

BUYER'S INITIALS		
SELLER'S INITIALS		

- B. BUYER agrees to make a good faith effort to obtain a commitment for the mortgage loan within _____ calendar days (30 if left blank) after the Effective Date of this Contract or by the Closing Date, whichever is earlier. In the event that the BUYER is unable to obtain a financing commitment within the time frame specified in this subsection, the BUYER shall notify the SELLER or the real estate licensee assisting the SELLER in writing and, if requested by the SELLER or the real estate licensee assisting the SELLER, provide satisfactory written evidence of rejection.
- C. Once the SELLER has received the required written notice that the BUYER has been unable to obtain a commitment for a mortgage loan and the SELLER cannot or elects not to assist the BUYER in obtaining the required mortgage financing, this Contract shall be cancelled and the Earnest Money and all refundable deposits paid by the BUYER pursuant to this Contract shall be refunded to the BUYER subject to the terms and conditions contained in this Contract.

10. CONDITION OF PROPERTY:

- This Contract shall be contingent upon the SELLER's completion of and the BUYER's signature on the Commercial Property Disclosure Statement (the "Statement"). In the event that the BUYER fails to sign and accept the Property with the defects disclosed in the Statement, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract. SELLER affirms that the information contained in the Statement is correct as of the Effective Date of this Contract.
- This Contract shall not be contingent upon the SELLER'S completion of and the BUYER'S signature on the Statement. SELLER agrees and acknowledges that this does not relieve the SELLER of the obligation to disclose all material facts actually known about the condition of the Property to the BUYER.

11. INTERIM MAINTENANCE OF PROPERTY AND UTILITIES:

- A. Unless otherwise agreed in writing, SELLER agrees to leave all utilities on until the Possession Date. SELLER shall advise utility companies to read meters on the Possession Date for final billing purposes and to leave all utilities on until the BUYER takes possession under this Contract.
- B. SELLER shall maintain the Property in its present condition through the Possession Date with the exclusion of reasonable wear and tear to the Property. SELLER agrees to perform ordinary and necessary maintenance, repair and upkeep to the Property until the Possession Date.
- C. Unless otherwise agreed in writing, SELLER shall remove all of the SELLER'S possessions and all debris and trash from the Property and SELLER shall clean the Property prior to delivery of possession of the Property to the BUYER.

12. CASUALTY LOSS:

- A. If the improvements on the Property are damaged or destroyed by fire or other casualty after the Effective Date of this Contract and prior to the Closing Date, SELLER shall notify the BUYER within _____ hours (24 if left blank) of such damage.
- B. If the Property has been damaged or destroyed, SELLER shall repair the damage done and restore the Property to its current condition prior to the Closing Date. If the repair or restoration cannot be completed prior to the Closing Date, BUYER and SELLER shall agree in writing to one of the following options to complete the repair or restoration of the Property:
 - (1) The Closing Date shall be extended until the completion of the repair or restoration of the Property;
 - (2) BUYER shall agree to accept the Property "AS IS" in its damaged or destroyed condition and the SELLER shall assign and transfer all insurance deductibles and proceeds to the BUYER;
 - (3) With the consent of the BUYER'S mortgage lender (if applicable), the SELLER shall place 150% of the estimated repair or restoration costs into escrow until the repair or restoration is completed and any funds remaining after full payment for the repair or restoration shall be remitted to the SELLER following the completion of the repair or restoration; or
 - (4) If SELLER elects not to repair or restore the Property, the BUYER may cancel this Contract within _____ calendar days (ten if left blank) of the BUYER'S receipt of written notification of the damage. In the event that the Earnest Money is returned to the BUYER under this subsection, all expenses of this transaction incurred by the SELLER and any real estate licensees involved in the transaction as of the date of cancellation, including but not limited to appraisals, credit reports, inspections, repairs, surveys and title insurance, shall be deducted from the Earnest Money and paid prior to the release of the remaining funds to the BUYER.

13. INSURANCE COVERAGE ON THE PROPERTY:

- A. SELLER shall maintain current property insurance coverage on the Property until the Closing Date. If BUYER takes possession of the Property prior to the Closing Date, BUYER shall secure insurance coverage for the BUYER's personal property that is effective on or before the Possession Date.
- B. At closing, the BUYER shall furnish the property insurance coverage necessary for the protection of the instrument holders and containing loss clauses in favor of the instrument holders as their interests may appear. If required and so specified, the property insurance coverage shall be held by the instrument holders or escrow agent until the lien is paid in full.
- C. If required by the mortgage lender, BUYER agrees to purchase a flood insurance policy to insure the Property against flood damage.

BUYER'S INITIALS
SELLER'S INITIALS

<i>FRH</i> 04/08/26	<i>CRH</i> 04/08/26

14. PAYMENT OF SPECIAL ASSESSMENTS AND TAXES:

- A. SELLER represents and warrants that all of the special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER prior to Closing.
- B. BUYER and SELLER agree that all of the special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue during the calendar year in which the SELLER'S warranty deed is delivered shall be paid by BUYER SELLER prorated between the BUYER and SELLER on the Closing Date.
- C. If the amount of any special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER's warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.
- D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, BUYER and SELLER shall agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.
- E. BUYER acknowledges that the mill levy, classification, assessed valuation and real estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.
- F. SELLER warrants that the SELLER does not have any knowledge of any easements or sewer, street or other proposed special assessments except as accurately and completely disclosed on the Commercial Property Disclosure Statement or the Special Assessment Disclosure Addendum. BUYER and SELLER agree to hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits resulting from the information the SELLER has given regarding any easements or sewer, street or other proposed special assessments on the Property.

15. LIENS ON THE PROPERTY:

- A. SELLER represents and warrants that there are no unpaid chattel mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture or portion of the Property or item of personal property included in the sale of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.
- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.
- D. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, losses or suits (including reasonable attorneys' fees) resulting from any unpaid liens, chattel mortgages, conditional sales contracts, financing statement or security agreements on the Property or any personal property included in the sale of the Property under this Contract.

16. INSPECTIONS OF THE PROPERTY:

- A. Subject to any inspections permitted by this Contract and the potential cancellation of the Contract due to the discovery of Unacceptable Conditions contained in this section, **BUYER AGREES TO PURCHASE AND ACCEPT THE PROPERTY IN ITS CURRENT CONDITION ONLY, WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND BY THE SELLER OR ANY REAL ESTATE LICENSEES INVOLVED IN THIS TRANSACTION CONCERNING THE CONDITION OR VALUE OF THE PROPERTY.** This shall not be deemed to be a waiver or modification of any implied warranties that may exist.
- B. BUYER is STRONGLY ADVISED to seek expert advice and conduct or obtain inspections to determine if damages, defects or hazards exist in and on the Property. If inspections are not performed on all or part of the Property, BUYER shall be bound by whatever information an inspection would have revealed and waives any cause of action, claim or right relating to or arising from any condition of the Property that would have been apparent had inspections been performed.
- C. BUYER shall carefully inspect the Property waive the right to conduct due diligence and conduct or obtain inspections on the Property. BUYER agrees that the BUYER was given the right to conduct due diligence and conduct or obtain inspections on the Property and that any inspections not conducted or obtained were waived by the BUYER.
- D. BUYER may conduct and obtain any inspections or re-inspections on the Property desired by the BUYER at BUYER'S sole expense. Unless otherwise specified in this Contract, a qualified professional shall complete all of the inspections desired by the BUYER within _____ calendar days (15 if left blank) after the Effective Date of this Contract.

BUYER'S INITIALS
SELLER'S INITIALS

<i>FRH</i> 04/08/26	<i>CRH</i> 04/08/26

- E. SELLER agrees to provide BUYER and any qualified professionals engaged by the BUYER with reasonable access to the Property to conduct inspections, re-inspections, inspections of any corrective measures completed by the SELLER and final walk-throughs prior to closing. BUYER shall be responsible for and pay for any damage to the Property resulting from any inspections conducted or obtained by the BUYER.
- F. If an inspection conducted or obtained by the BUYER reveals Unacceptable Conditions, BUYER shall provide a copy of the written inspection report to the SELLER and the real estate licensee assisting the SELLER within _____ (20 if left blank) calendar days after the Effective Date of this Contract. An "Unacceptable Condition" means any condition identified in a written inspection report prepared by an independent qualified professional that is unacceptable to the BUYER. BUYER and SELLER agree to provide all written inspection reports to all real estate licensees involved in this transaction.
- G. Upon the receipt of the written inspection report identifying the Unacceptable Conditions, SELLER agrees to complete or pay for the remediation or repair of any Unacceptable Conditions identified by the BUYER, provided that the total cost for all remediation or repairs resulting from the Unacceptable Conditions does not exceed \$_____ (zero if left blank).
- H. If the costs of the remediation or repair for Unacceptable Conditions exceed the amount specified above, BUYER and SELLER shall agree in writing whether the BUYER, SELLER or both parties shall pay and in what amounts for the excess costs for remediation or repair of the Unacceptable Conditions. If the BUYER and SELLER cannot agree on the payment of the excess costs to remediate or repair the Unacceptable Conditions identified by the BUYER, this Contract shall be cancelled and any Earnest Money shall be returned to the BUYER subject to the provisions of this Contract.
- I. BUYER agrees and acknowledges that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed as follows:

- J. BUYER and SELLER agree that any real estate licensees involved in this transaction are not experts regarding whether any unacceptable property conditions exist in and on the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the discovery of property defects or unacceptable property conditions in the Property, unless the real estate licensees had actual knowledge of the conditions prior to the closing of this Contract and failed to disclose this information to the parties.
- K. BUYER and SELLER jointly and severally agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees and professional fees) incurred in connection with any preventative, remedial or other cleanup action necessary to comply with all applicable federal, state and local environmental laws, rules, regulations and ordinances. SELLER warrants that, to the best of SELLER'S knowledge and belief after due inquiry, the Property complies with and that SELLER is not in violation of and has not violated any applicable federal, state and local environmental laws, rules, regulations or ordinances.

17. POTENTIAL FOR 1031 EXCHANGE (SECTION MUST BE CHECKED IF APPLICABLE):

- A. SELLER hereby states that it is SELLER'S intention to accomplish an I.R.C. §1031 Tax Deferred Exchange and the parties agree that SELLER may assign his or her rights under this Contract to a third party for the purpose of completing the exchange. BUYER agrees to accept performance from the third party, shall tender performance to the third party and shall cooperate with the SELLER and the third party in any manner necessary or desirable in order to effect the exchange, provided that the BUYER shall incur no additional expense or liability as a result of the exchange.
- B. BUYER hereby states that it is BUYER'S intention to accomplish an I.R.C. §1031 Tax Deferred Exchange and the parties agree that BUYER may assign his or her rights under this Contract to a third party for the purpose of completing the exchange. SELLER agrees to accept performance from the third party, shall tender performance to the third party and shall cooperate with the BUYER and the third party in any manner necessary or desirable in order to effect the exchange, provided that the SELLER shall incur no additional expense or liability as a result of the exchange.

18. POTENTIAL PRESENCE OF PROPERTY IN FLOOD PLAIN:

- A. On a regular basis, the Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers publish updates to flood maps and levee protection systems. As part of these updates, properties that have historically not been included in any special flood hazard areas may, due to changes in mapping or flood protection, become subject to federal flood insurance requirements. If you, as the BUYER, desire more information on whether the Property is included in a special flood hazard area or an area of flood risk, you may find and review information on this issue at <http://msc.fema.gov/>, <http://www.floodsmart.gov/> and other information may be available through local government planning and zoning offices.

BUYER'S INITIALS

FRH 04/08/26	CRH 04/08/26

SELLER'S INITIALS

- B. BUYER and SELLER agree that any real estate licensees involved in this transaction owe no duty or obligation to the BUYER to conduct an independent investigation as to the flood hazard status of the Property. BUYER and SELLER agree to defend, indemnify and hold harmless any real estate licensees involved in this transaction and their agents, sub-agents, employees and independent contractors from and against any and all actions, claims, damages, demands, expenses, liabilities, losses or suits (including reasonable attorneys' fees) arising out of the flood hazard status of the Property.

19. DELIVERY OF THE DEED:

- A. On or before the Closing Date, SELLER shall execute and deliver a warranty deed and all other documents and funds reasonably necessary to complete the closing of this Contract. The warranty deed shall convey a marketable fee simple title to the Property free and clear of all liens and encumbrances to the BUYER, except as provided otherwise in this Contract.
- B. BUYER agrees and acknowledges that the purchase of the Property is subject to any building setback requirements, covenants, declarations, easements, restrictions, rights-of-way, special assessments, taxes and assessments and zoning laws and any other items contained in this Contract or that are discoverable in a search of public records.
- C. On or before the Closing Date, BUYER and SELLER agree to deliver to the closing agent a cashier's check or other certified funds sufficient to satisfy their respective obligations under this Contract. SELLER acknowledges that the disbursement of the proceeds may be made after the warranty deed, instrument of conveyance, mortgage or deed of trust has been recorded.

20. TITLE EVIDENCE:

- A. At least three calendar days prior to the Closing Date, SELLER shall cause to be furnished to the BUYER a title insurance company's written commitment "title binder" to issue after closing a title insurance policy in an amount equal to the full Purchase Price naming the BUYER as the insured. A copy of the title binder shall be furnished to the mortgage lender and the BUYER'S attorney (if any) as promptly as possible.
- B. The title binder shall show marketable title vested in the SELLER, subject to the following:
 - (1) Easements, mineral rights and reservations of record, encroachments that would be disclosed by a survey, rights-of-way of record, trees, plantings and fences on the Property;
 - (2) Restrictions and protective covenants of record, provided that no forfeiture provisions are contained therein;
 - (3) Un-matured special assessments, zoning laws, ordinances and regulations;
 - (4) Rights of tenants in possession;
 - (5) Liens (if any) described herein; and
 - (6) Those exceptions that are standard in the title company's Form B as specified therein.
- C. BUYER SELLER BUYER and SELLER equally shall pay for any lender's/mortgagee's/instrument holder's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- D. BUYER SELLER BUYER and SELLER equally shall pay for any owner's title insurance coverage. SELLER shall be responsible to use due diligence to resolve any title defects at the SELLER'S expense subject to the foregoing exceptions.
- E. In the event that the SELLER is unable to furnish marketable title subject to the foregoing exceptions and this Contract is cancelled due to this inability to furnish marketable title, the Earnest Money shall be refunded promptly to the BUYER subject to the provisions of this Contract and the SELLER shall reimburse to the BUYER the cost of the BUYER'S accrued loan costs, attorneys' fees for examining title and title insurance cancellation fees and all parties shall be released from any further liability under this Contract.

21. NOTICES:

- A. Any notice required under the terms and conditions of this Contract shall be delivered by electronic mail, facsimile, in-person, private delivery service or the United States Postal Service.
- B. The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract.
- C. The notice shall be deemed to be delivered upon the date of receipt. Delivery to a real estate licensee working with the party shall be treated as the same as delivery to the party.

22. DEFAULT AND REMEDIES:

- A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of the Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:
 - (1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

BUYER'S INITIALS  
 SELLER'S INITIALS  

(2) Upon default by the BUYER, SELLER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the BUYER'S delay in performing the Contract; or (2) terminate the Contract and, if the SELLER chooses, pursue any damages the SELLER incurred as a result of the BUYER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed under the provisions of this Contract.

B. If upon default either the BUYER or SELLER determines to pursue the BUYER'S or SELLER'S remedies and the non-defaulting party is successful in enforcing his or her remedy, unless otherwise provided by law, the defaulting party on the Contract will pay the non-defaulting party's attorneys' fees, costs and any other expenses incurred in enforcing the non-defaulting party's remedy against the defaulting party.

23. CONTRACT BINDING ON ASSIGNS AND HEIRS: This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

24. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS: BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

25. BROKERAGE RELATIONSHIP DISCLOSURE:

- A. BUYER and SELLER acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the BUYER, agents of the SELLER or transaction brokers.
- B. Real estate licensees functioning as an agent of the BUYER have a duty to represent the BUYER'S interests and will not be an agent of the SELLER. Information given by the SELLER to an agent for the BUYER will be disclosed to the BUYER.
- C. Real estate licensees functioning as an agent of the SELLER have a duty to represent the SELLER'S interests and will not be an agent of the BUYER. Information given by the BUYER to an agent for the SELLER will be disclosed to the SELLER.
- D. Real estate licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate for the interests of either party.

E. Listing Licensee is functioning as a: (Check the applicable function)

- Seller's Agent;
- Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- Transaction Broker; or
- SELLER is unrepresented.

F. Selling Licensee is functioning as a: (Check the applicable function)

- Seller's Agent;
- Buyer's Agent;
- Designated Seller's Agent (Supervising Broker acts as a Transaction Broker);
- Designated Buyer's Agent (Supervising Broker acts as a Transaction Broker);
- Transaction Broker; or
- BUYER is unrepresented.

Name of Real Estate Licensee Assisting BUYER

Name of Real Estate Licensee Assisting SELLER

Name of Brokerage Firm Assisting BUYER

Name of Brokerage Firm Assisting SELLER

26. SEVERABILITY: If any provision of this Contract, or any portion thereof, is rendered invalid by operation of law, judgment or court order, the remaining provisions or portions thereof shall remain valid and enforceable and be construed to remain in force.

27. GOVERNING PROVISIONS: The laws of Kansas shall govern this Contract and its validity, construction and performance.

28. ENTIRE AGREEMENT OF THE PARTIES: This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract nor any interest herein shall be assigned or transferred by any party without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any responsibilities or obligations under this Contract.

BUYER'S INITIALS  
SELLER'S INITIALS  

29. MEDIATION REQUIRED: (Section must be checked if applicable): BUYER and SELLER agree that any dispute or claim arising out of or relating to this Contract or the services provided by any real estate licensees involved in this transaction shall be submitted to mediation by completing and signing the Mediation Addendum and attaching it to this Contract. The Mediation Addendum must be completed, signed and attached to this Contract if the "agree" box is checked in this section.

30. ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT: BUYER and SELLER acknowledge and certify that they have received, read and understood a copy of this Contract.

31. ACKNOWLEDGEMENT OF RECEIPT OF EXPENSE ITEMIZATIONS: BUYER and SELLER acknowledge the receipt of separate expense itemizations estimating the approximate costs to be incurred in buying or selling the Property.

32. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This Contract has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the BUYER and SELLER sign the Contract. If not understood, the Kansas Association of REALTORS® and any real estate licensees involved in this transaction recommend that either party should seek the advice of an attorney before signing the completed agreement.

33. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

Seller agrees to have the property inspected for asbestos. Contract shall be contingent upon asbestos inspection and buyers satisfaction. Buyer has the right to cancel or renegotiate should asbestos inspection come back positive.

Buyer shall be responsible for tearing brick building down before June 1st 2027.

BUYER'S INITIALS

<i>FRH</i>	<i>CRH</i>
<small>04/08/26</small>	<small>04/08/26</small>

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Fred Robert Hinkle
BUYER'S SIGNATURE
dotloop verified
04/08/26 12:01 PM CDT
1EXZ-MLOK-QAFN-LA00
DATE

SELLER'S SIGNATURE
DATE

Carolyn Roberta Hinkle
BUYER'S SIGNATURE
dotloop verified
04/08/26 8:17 PM CDT
48PO-EIQF-KK33-CH3A
DATE

SELLER'S SIGNATURE
DATE

BUYER'S MAILING ADDRESS

SELLER'S MAILING ADDRESS

BUYER'S CITY, STATE AND ZIP CODE

SELLER'S CITY, STATE AND ZIP CODE

BUYER'S CONTACT TELEPHONE NUMBER

SELLER'S CONTACT TELEPHONE NUMBER

fh85crawler@yahoo.com
BUYER'S EMAIL ADDRESS

SELLER'S EMAIL ADDRESS

For identification purposes only: (Please print or type)

KREC File #: _____

Agent Name: _____

Agent Name: _____

Firm Name: _____

Firm Name: _____

FORM CERTIFICATION: (to be completed by the agent preparing this Contract)

The undersigned agent assisted in completing the blanks in the foregoing form and confirms, to the best of his or her knowledge, that the printed form contains the language approved by the legal counsel for the Kansas Association of REALTORS®. The undersigned agent further confirms that no additions or deletions to the approved language have been made, except such changes as may appear in this form made by hand or typewriter and signed or initialed by the party submitting this offer. Agent's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms that, to the best of the agent's knowledge, no changes have been made to the approved form.

Jessica Renfrow
Signature of the real estate licensee preparing this form
dotloop verified
04/08/26 2:42 PM CDT
0630-P63B-QNRZ-TSWO

(Initial the applicable box) Listing agent Selling agent

BUYER'S INITIALS

<i>FRH</i>	<i>CRH</i>
04/08/26	04/08/26

SELLER'S INITIALS

RESOLUTION NO. 2026-19

A RESOLUTION TO AUTHORIZE THE SALE OF CERTAIN REAL PROPERTY AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION.

BE IT RESOLVED by the Governing Body of the City of Caney, Kansas, that the sale of the property described herein be and is hereby authorized and approved, subject to the terms and conditions set forth in the real estate contract approved by the Governing Body at the meeting conducted on April 23, 2026, to-wit:

Property Description

ORIGINAL, S12, T35, R13, 8181 SQUARE FEET, N 15' LT 14;
LT 15; S 16' LT 16 BLK 11, Lot Width 69.04' Lot Depth 121.75'
Plat Book/Page 5 /8 Deed Book/Page 342 /184 167 /013 and
ORIGINAL, S12, T35, R13, N 53.5' LT 11 BLK 11; Lot Width:
053.5 Lot Depth: 025.0 Plat Book/Page 5 /8 Lot Width: 053.5 Lot
Depth: 025.0

Current Owner

City of Caney, Kansas, a municipal corporation

Purchase Price

\$10,000.00

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and are hereby authorized and directed to execute any and all additional documents necessary to close the transaction.

ADOPTED ON THIS 23rd day of April, 2026.

Joshu D. Elliott, Mayor

ATTEST:

Adam Lanter, City Clerk

Midwest Engineering Group, LLC

Invoice



Bill To:

Atten: Andrea Sibley, City Manager
City of Caney
100 W 4th Ave
Caney, KS 67333
cityadmin@caney.kscoxmail.com

Date: 3/12/2026
Invoice #: INV#3
Project #: 2024-Caney-02-001

Water Supply Line from Coffeyville to Caney

Engineering Services from 11/23/2025 - 02/28/2026

Compensation Packet BC-1: Basis Services	\$	22,563.20
Compensation Packet AS-1: Additional Services	\$	7,140.45
Compensation Packet RPR-2: Resident Project Representative	\$	-

AMOUNT DUE THIS INVOICE \$ 29,703.65

Billing to Date	Current	Prior	Total
	\$ 29,703.65	\$ 226,599.50	\$ 256,303.15

Make all checks payable to Midwest Engineering Group, LLC
1476 1300TH ST STE A, IOLA, KS 66749

Thank you for your business!

Should you have any inquiries concerning this invoice, please contact Hannah Lovy.
Tel: 918-409-7575 Email: hlovy@midwest-engineers.com

******* WE'VE MOVED! *******
Please update your records and send payment to the above address. Thanks!

Midwest Engineering Group, LLC

Invoice



Bill To:

Atten: Andrea Sibley, City Manager
 City of Caney
 100 W 4th Ave
 Caney, KS 67333

Date: 3/12/2026
 Invoice #: INV#3
 Project #: 2024-Caney-02-001

Water Supply Line from Coffeyville to Caney

Compensation Packet BC-1: Engineering Services from 11/23/2025 - 02/28/2026

Phase:	Design-Preliminary/Final			BC-1 Lump Sum
Lump Sum Fee	\$ 451,264.00			
Percent Complete	55.00%	Total Earned	\$ 248,195.20	
		Previous Fee Billing	\$ 225,632.00	
		Current Fee Billing	\$ 22,563.20	
			Phase Total Due \$	22,563.20

Phase:	Bidding and Negotiating			BC-1 Lump Sum
Lump Sum Fee	\$ 10,000.00			
Percent Complete	0.00%	Total Earned	\$ -	
		Previous Fee Billing	\$ -	
		Current Fee Billing	\$ -	
			Phase Total Due \$	-

Phase:	Construction Administration			BC-1 Lump Sum
Lump Sum Fee	\$ 144,145.00			
Percent Complete	0.00%	Total Earned	\$ -	
		Previous Fee Billing	\$ -	
		Current Fee Billing	\$ -	
			Phase Total Due \$	-

Phase:	Reimbursable Expense			BC-1 Reimbursable
		Miles	Rate	Amount
		0	\$0.725	\$ -
Max. Amount	\$ 14,050.00	0		
Total Billings	\$ -			
Remaining	\$ 14,050.00			Phase Total Due \$ -

AMOUNT DUE FOR BC-1 SERVICES \$ 22,563.20

	Current	Prior	Total
Billing to Date	\$ 22,563.20	\$ 225,632.00	\$ 248,195.20

Midwest Engineering Group, LLC

Invoice



Bill To:

Atten: Andrea Sibley, City Manager
 City of Caney
 100 W 4th Ave
 Caney, KS 67333

Date: 3/12/2026
 Invoice #: INV#3
 Project #: 2024-Caney-02-001

Water Supply Line from Coffeyville to Caney

Compensation Packet AS-1: Additional Engineering Services from 11/23/2025 - 02/28/2026

Phase: Additional Engineering AS-1 Hrly

	Hours	Rate	Amount
PM4	1.0	\$170.00	\$ 170.00
-	0.0	\$0.00	\$ -
Totals	1.0		\$ 170.00

Max. Amount	\$ 57,658.00
Total Billings	\$ 530.00
Remaining	\$ 57,128.00
Phase Total Due \$ 170.00	

Phase: Legal Survey AS-1 Hrly

	Hours	Rate	Amount
-	0.0	\$0.00	\$ -
-	0.0	\$0.00	\$ -
Totals	0.0		\$ -

Max. Amount	\$ 10,000.00
Total Billings	\$ -
Remaining	\$ 10,000.00
Phase Total Due \$ -	

Phase: Construction Staking AS-1 Hrly

	Hours	Rate	Amount
-	0.0	\$0.00	\$ -
-	0.0	\$0.00	\$ -
Totals	0.0		\$ -

Max. Amount	\$ 10,000.00
Total Billings	\$ -
Remaining	\$ 10,000.00
Phase Total Due \$ -	

Phase: SWPPP AS-1 Hrly

Lump Sum Fee	\$ 5,000.00	Total Earned	\$ -
Percent Complete	0.00%	Previous Fee Billing	\$ -
		Current Fee Billing	\$ -

Phase Total Due \$ -

Phase: Acquisition of Easements AS-1 Hrly

		Hours	Rate	Amount
	PM2	6.8	\$135.00	\$ 911.25
	-	0.0	\$0.00	\$ -
	Totals	6.8		\$ 911.25
Max. Amount	\$ 40,000.00			
Total Billings	\$ 1,518.75			
Remaining	\$ 38,481.25			Phase Total Due \$ 911.25

Phase: Environmental Mitigation AS-1 Hrly

		Hours	Rate	Amount
	-	0.0	\$0.00	\$ -
	-	0.0	\$0.00	\$ -
	Totals	0.0		\$ -
Max. Amount	\$ 15,000.00			
Total Billings	\$ -			
Remaining	\$ 15,000.00			Phase Total Due \$ -

Phase: Meetings AS-1 Hrly

Lump Sum Fee	\$ 115,316.00			
Percent Complete	5.00%	Total Earned	\$ 5,765.80	
		Previous Fee Billing	\$ -	
		Current Fee Billing	\$ 5,765.80	
		Phase Total Due \$	5,765.80	

Phase: BABAA Certification Tracking AS-1 Hrly

		Hours	Rate	Amount
	-	0.0	\$0.00	\$ -
	-	0.0	\$0.00	\$ -
	Totals	0.0		\$ -
Max. Amount	\$ 57,658.00			
Total Billings	\$ -			
Remaining	\$ 57,658.00			Phase Total Due \$ -

Phase: Reimbursable Expense AS-1 Reimbursable

		Miles	Rate	Amount
		328	\$0.700	\$ 229.60
Max. Amount	\$ 1,500.00	88	\$0.725	\$ 63.80
Total Billings	\$ 293.40	416		\$ 293.40
Remaining	\$ 1,206.60			Phase Total Due \$ 293.40

AMOUNT DUE FOR AS-1 SERVICES \$ 7,140.45

	Current	Prior	Total
Billing to Date	\$ 7,140.45	\$ 967.50	\$ 8,107.95

Billing Backup

Compensation Packet AS-1: Additional Engineering Services from 11/23/2025 - 02/28/2026

Phase: Additional Engineering AS-1 Hrly

PM4 - Project or Construction Manager					
Coltrane, Ben	12/17/25	1.00	\$	170.00	\$ 170.00
		1.00			\$ 170.00
Phase Total:					\$ 170.00

Phase: Acquisition of Easements AS-1 Hrly

PM2 - Project or Construction Manager					
Powers, Holly	12/17/25	1.00	\$	135.00	\$ 135.00
Powers, Holly	12/22/25	4.25	\$	135.00	\$ 573.75
Powers, Holly	01/21/26	0.50	\$	135.00	\$ 67.50
Powers, Holly	02/02/26	1.00	\$	135.00	\$ 135.00
		6.75			\$ 911.25
Phase Total:					\$ 911.25

Phase: Reimbursable Expense AS-1 Reimbursable

	Date	Miles	Rate	Amount
Coltrane, Ben	12/01/26	238.00	\$0.700	\$ 166.60
Powers, Holly	12/22/25	90.00	\$0.700	\$ 63.00
Powers, Holly	02/02/26	88.00	\$0.725	\$ 63.80
		416.00		\$ 293.40

Midwest Engineering Group, LLC

Invoice



Bill To:

Atten: Andrea Sibley, City Manager
 City of Caney
 100 W 4th Ave
 Caney, KS 67333

Date: 3/12/2026
 Invoice #: INV#3
 Project #: 2024-Caney-02-001

Potable Water Distribution System Improvements

Residential Representative Professional Services (RPR-2) from 11/23/2025 - 02/28/2026

Phase: Construction Observation RPR-2 Hrly

Hourly, Max. Amount \$316,800.00

	Hours	Rate	Amount
	0.0	\$0.00	\$ -
Totals	0.0		\$ -

Max. Amount	\$ 316,800.00		
Total Billings	\$ -		
Remaining	\$ 316,800.00	Phase Total Due	\$ -

Phase: Reimbursable Expense RPR-2 Reimbursable

Total Fee \$ 42,150.00

	Miles	Rate	Amount
	0	\$0.725	\$ -
	0		

Max. Amount	\$ 42,150.00		
Total Billings	\$ -		
Remaining	\$ 42,150.00	Phase Total Due	\$ -

AMOUNT DUE FOR RPR-2 SERVICES \$ -

	Current	Prior	Total
Billing to Date	\$ -	\$ -	\$ -

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant	2. HUD/State Identification Number	3. Recipient Identification Number (optional) 23-HR-002
4. OMB Catalog Number(s) CFDA 14.228	5. Name and address of responsible entity The City of Caney 100 W 4th Ave, Caney, KS 67333	
6. For information about this request, contact (name & phone number) Adam Lanter, City Clerk, (620) 879-2772	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request Kansas Department of Commerce 915 SW Harrison St., Ste. 250 Topeka, KS 66612		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) City of Caney, Kansas, CDBG Housing Rehabilitation	10. Location (Street address, city, county, State) City of Caney, Montgomery County, Kansas
--	---

11. Program Activity/Project Description

The substantial rehabilitation of approximately nine (9) residential structures occupied by qualifying low-to-moderate income households, including approximately one (1) rental unit and eight (8) owner-occupied units. The demolition of one (1) blighted residential structure in a target area bounded by Orange Avenue to the north, Sixth Avenue to the south, High Street to the east, and the railroad tracks west of North Foreman Street to the west. The estimated project cost is \$303,000, with a CDBG award of \$300,000.00 and a local match of \$3,000.00 derived from City funds and homeowner contributions.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Joshua Elliott, Mayor, City of Caney

X

Date signed

April 17th, 2026

Address of Certifying Officer

The City of Caney
100 W 4th Ave,
Caney, KS 67333

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

X

Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

QUARTERLY PROGRESS REPORT - PAGE 1
KANSAS DEPARTMENT OF COMMERCE
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grantee: City of Caney Report #: 8 (Eight)
 Grant #: 23-HR-002 Quarter Ending: 3/31/26
 Address: 100 W 4th Ave, Caney, KS 67333 Contract Award End Date: 7/31/2026
 Company Name (ED Projects): _____ Date Prepared: 4/3/26
 Current Chief Elected Official: Joshua Elliott
 Name and telephone number of person who prepared this report: Megan Unruh 316-866-0050
 Name Telephone Number

Financial Status:

Total Grant:	<u>\$300,000.00</u>	Total Local Injection	<u>\$3,000</u>
Drawdowns received to date:	<u>\$126,281.00</u>	Local spent to date	<u>\$1,639.00</u>
Drawdowns requested and not yet received:	<u>\$15,338.00</u>	Initial Monitoring Conducted	<input type="checkbox"/>
Total Grant available	<u>\$158,381.00</u>	Final Monitoring Conducted	<input type="checkbox"/>

Contracts Awarded This Quarter With All Monies: *

Name & Address, DUNS#	Total Contract Amount	Local	CDBG	Activity		Contractor Data				
				No.	Title	Type of Procurement	Section 3	** MBE	** WBE	Davis- Bacon
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							

* Attach additional pages if needed.

** Categories are: 1-White, 2-Black/African American, 3-Asian, 4-American Indian/Alaskan Native, 5-Native Hawaiian/Other Pacific Islander, 6-American Indian/Alaskan Native & White, 7-Asian & White, 8-Black/African American & White, 9-American Indian/Alaskan Native & Black/African American, 10-Other Multi Racial, 11-Hispanic, 12-Non-Hispanic

Describe project accomplishments this quarter:

Cash Request #5 was submitted and received for the completion of 411 N Fawn.
 Cash Request #6 was submitted for the completion of 503 W 3rd Ave.

Following a previous meeting between SCKEDD and the Kansas Department of Commerce, the City submitted a Target Area Expansion request on February 16, 2026, to include additional interested applicants who had submitted completed applications but were located outside of the original target area. This expansion request was approved on March 16, 2026. To support the expansion, the City entered into an agreement with SCKEDD to revise the Environmental Review Record (ERR) and request a formal Release of Funds for the expanded area. The ERR was completed by SCKEDD on March 19, 2026, and is currently pending publication and review by the City of Caney.

A time extension request was approved by the Kansas Department of Commerce on January 23, 2026, extending the grant deadline to July 31, 2026.

Progress on the grant will resume once the ERR has been approved by Commerce and funds can be expended for the next round of homes under Bid Tour #2. Preliminary cost estimates for this round have come in under budget due to the types of repairs needed. One client, in particular, is primarily requesting accessibility improvements to address trip and fall concerns within the home. As a result, one applicant from the waitlist has been contacted to assess interest in moving forward and to submit updated income documentation.

To date, a total of 18 applications have been reviewed, with eight additional applications remaining on the waitlist. Four of the 18 have been successfully completed. Several applications are no longer moving forward, including two households that voluntarily withdrew (one due to family health reasons and one for personal reasons), three City-led demolition projects that are no longer being pursued, one application that

was outside of the target area with no response from the applicant, and one household that was denied due to income exceeding program limits.

There are currently several projects actively moving forward. One demolition project is ready to be put out for bid, along with two rehabilitation projects that are also ready for bidding. Additionally, one rehabilitation project has been added due to available budget and is currently pending updated income documentation prior to proceeding.

A few applications remain in progress and are awaiting additional information or clearance. One applicant is pending due to an incorrectly completed application and is expected to resubmit. One rehabilitation project is awaiting environmental review clearance related to the expanded target area before funding can be executed. Finally, one applicant has been approved and placed on a waitlist, contingent upon funding availability.

Planned activities next quarter:

An initial monitoring will be conducted for the grant.
Cash Request #7 will be submitted for Bid Tour #2 Inspections.
Bid Tour #2 will Commence for projects listed above.
Contracts will be executed for Bid Tour #2 homes.
Subsequent Cash Requests will be submitted for closeout of Bid Tour #2 Projects.
Final monitoring and closeout of the grant.

Technical assistance needs:

Initial Monitoring is being re-scheduled.

HOUSING REHABILITATION PROJECT LOG

CITY OF: CANEY

GRANT NO: 23-HR-002

Community Development Block Grant

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Housing Grantee Handbook

Head/Household	Income										Activity												
	Name and Address	Application #	Race & Ethnicity**	Age	Sex	Disabled	Female Head of Household	No. Persons in Household	No. of Children under 6	Rental Units	Date of Application(*)	LMI 30% / 50% / 80%	ADA Y/N	Date of Inspection	Bid Date	Contract Date	Notice to Proceed	Contractor	H&S/Liv/Emerg/HA/Demo	CDBG Rehab \$	Local Rehab \$	LSWP & Cleaning	Total Cost
Nathan Parker 102 N Fawn Caney, KS 67333	1	1,12	49	M	N	N	4	0	No	7/13/24	50	N	1/15/25	6/3/25	8/7/25	10/1/25	DNA Contracting	Liv	\$25,000	\$139	\$2,150	\$27,289	10/29/25
Janet Meyers 317 N Wood Caney, KS 67333	2	1,12	71	F	N	Y	1	0	No	9/24/24	50	N					Client has withdrawn – Family Health						
Thelma Holley 504 N Foreman Caney, KS 67333	3	1,12	90	F	N	Y	1	0	No	8/27/24	30	N					Client filled out app for the wrong home, waiting on new app.						
Paula Wheatley 305 N Fawn Caney, KS 67333	4	1,12 4	59	F	N	Y	2	0	No	8/21/24		N					Denial: Over Income						
Laurie Myers 411 N Fawn Caney, KS 67333	5	1,12	58	F	1	Y	2	0	No	7/14/24	50	Y	1/15/25	6/3/25	8/7/25	11/28/25	Skyline Contracting	Emerg	\$21,500		\$3,000	\$24,500	1/20/26
City of Caney 502 N Main Caney, KS 67333	6									9/27/24							No longer pursuing	Demo					
City of Caney 417 N State Caney, KS 67333	7									9/27/24							No longer pursuing	Demo					
Sabrina Walls 503 W 3rd Caney, KS 67333	8	1,12 1,12 1,6		F	N	Y	4	1	No	8/27/24	50	N	1/15/25	6/3/25	8/7/25	10/6/25	Skyline	Liv	\$25,000		\$3,300	\$28,300	2/24/26
Nathan & Rebecca Parker 102 N Fawn Caney, KS 67333	9	1,12	49	M	N	N	0	0	No	8/18/24		N					Ready to Bid	Demo					

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HOUSING REHABILITATION PROJECT LOG

CITY OF: CANEY

GRANT NO: 23-HR-002

Community Development Block Grant

45

Housing Grantee Handbook

Head/Household Name and Address	Application #	Race & Ethnicity**	Age	Sex	Disabled	Income				Activity													
						Female Head of Household	No. Persons in Household	No. of Children under 6	Rental Units	Date of Application(*)	LMI 30% / 50% / 80%	ADA Y/N	Date of Inspection	Bid Date	Contract Date	Notice to Proceed	Contractor	H&S/Liv/Emerg/HA/Demo	CDBG Rehab \$	Local Rehab \$	LSPW & Cleaning	Total Cost	Completion Date
Ann Rodenberg 221 N Wood St Caney, KS 67333	10	N/A	77	F	1	1	1	0	N	8/28/24	30	Y	1/15/25	6/3/25	8/7/25	TBD	DNA	Liv	\$25,000		NO LEAD	\$25,000	12/9/25
Tricia Smith 501 N Fawn St Caney, KS 67333	11	1,12	50,72	F	1	1	2	0	N	2/27/25	30?	Y					Outside of Target Area – No Response						
Tarry Seeger 405 N Fawn St Caney, KS 67333	12	1,12	47,59	M	1	0	2	0	N	2/20/25	?	Y					Self-withdraw from the program						
Charles Whisenhunt 300 N Fawn St Caney, KS 67333	13	1,12	65,73	M	1	0	2	0	N	2/25/25	30	Y					Ready for Bid						
Carlile Minnie 205 N Fawn Caney, KS 67333	14	1,12	?	F	?	1	1	0	N	2/26/25	30	?					Ready for Bid						
City of Caney 200 W Taylor Caney, KS 67333	15									10/18/24							Incomplete App – No longer pursuing	Demo					
Leslye Taylor 205 N Spring St Caney, KS 67333	16	1,12	55	F	0	1	2	0	Y	12/22/25							Tenant was over income for 2024. Waiting on 2025 returns.						
Kristen Gray 108 W Taylor Caney, KS 67333	17	1,12	41	F	0	1	5	1	N	11/18/25	50%	N					Ready to Inspect, TA Expansion						
Bonnie Ball 206 S Fawn Caney, KS 67333	18	1,12	63	F	0	1	1	0	N	11/18/25	30%	N					WAITLIST						

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