

CITY COUNCIL MEETING

CITY OF FAIRWAY, KANSAS
5240 Belinder Road
Fairway, KS 66205

Monday, January 13, 2025
6:30 p.m.

1. Call to Order and Announcements
2. Pledge of Allegiance
3. Monthly Reports of Standing Committees
 - A. Consolidated Fire District #2
 - B. Administration & Finance
 - C. Police
 - D. Public Works
 - E. Parks & Recreation
4. Monthly Reports of Special Committees
 - A. Tree Board
5. Public Comment* for Consent Agenda items only
6. Consent Agenda

These items are determined to be routine enough to be acted on in a single motion; however, this does not preclude discussion. If a council member requests, an item may be removed from the consent agenda for further consideration and separate motion.

 - A. Approve minutes of previous regular City Council meeting
 - B. Approve Claims and Appropriations – Ordinance #1820 – December 2024
 - C. Approve agreement between Johnson County and the City of Fairway for a Preliminary Project Study of a Stormwater Management Project known as State Park Road
 - D. Approve agreement between the City of Fairway, Kansas and the City of Roeland Park, Kansas for the public improvement of 55th Street from Shawnee Mission Parkway to Roe Avenue

- E. Approve agreement among Johnson County, Kansas, the City of Roeland Park, Kansas, the City of Westwood, Kansas, and the City of Fairway, Kansas for the Public Improvement of Mission Road from 47th Street to 53rd Street
- F. Approve agreement between Johnson County, Kansas and the City of Fairway, Kansas for a Stormwater System Renewal Project known as Fairway Storm Sewer Rehabilitation and Replacement
- G. Approve purchase of Pool deck furniture from Taylor & Associates, Inc. for an amount not to exceed \$36,000.00
- H. Approve purchase of Park Patron Counters from Eco-Counter Corp. for an amount not to exceed \$10,000.00
- I. Approve agreement with the cities of Prairie Village, Kansas and Mission, Kansas for the 2025 Super Pass Program

7. New Business

Public Comment - The Mayor may open the meeting for a period of public comment at the completion of any presentation and/or Governing Body discussion regarding a specific agenda item. Public comment should be limited to the current agenda item before the Governing Body. Additional public comment on non-agenda items will be taken at the end of the meeting.*

- A. Presentation: Johnson County Wastewater – Belinder Pump Station Project
- B. Consider authorizing the Mayor to execute an agreement regarding the Shawnee Indian Mission
- C. Consider Resolution 2025-A – A Resolution regarding the removal of discriminatory restrictive covenants from property documents in the City of Fairway, Kansas and acknowledging accomplishments that have already occurred
- D. Consider Mayoral Appointment to the Parks & Recreation Committee

8. Governing Body Comment

During this time, members of the Governing Body will be given the opportunity to speak about matters related to the City. No formal action will be taken during this time.

9. Public Comment* for items not listed on the agenda

10. Adjournment

If you require an accommodation for a sign interpreter to attend this meeting, please notify the Administrative Office at 913-262-0350 no later than 48 hours prior to the beginning of the meeting.

**Public comment will be limited to 4 minutes per speaker unless otherwise stated at the beginning of a public comment period. Speakers are permitted one opportunity per public comment period, along with a one-minute follow up opportunity. To view the full Public Meeting Policy, please visit www.fairwaykansas.org or contact the Administrative Office at 913-262-0350.*

ADMINISTRATION REPORT FOR DECEMBER 2024

ADMINISTRATION/FINANCE COMMITTEE MEETING

The Administration & Finance Committee met on December 4, 2024 at 6:30 p.m. and discussed the following topics:

Restrictive Declarations. City Administrator Nogelmeier reported the Fieldston HOA had completed the process of filing an amendment with Johnson County to strike discriminatory restrictive language from their Declarations. A discussion occurred on how to best recognize the efforts of all to make this happen. The committee concluded that an article in the Focus on Fairway and a Resolution at the January 2025 City Council Meeting would be appropriate.

Solar Panels. Nogelmeier reported that it would cost approximately \$130,000 to add solar panels to City Hall as a part of the roof replacement in 2025. Staff was still exploring of funding would be available through the Inflation Reduction Act. Without outside funding, the City would be looking an approximately 15-year return on investment. The discussion is to be continued.

SIM Agreement. The committee discussed the upcoming SIM Agreement. There was general consensus that the concepts of the new agreement made sense and transitioning to one agreement as opposed to the current two agreement system was a prudent move.

Police Station Space Needs Assessment. Nogelmeier reported that he and Mayor Hepperly had engaged with a property owner regarding a potential location for a new Police Station. The discussions were high level to merely determine interest in further discussions. Work on the Assessment has been temporarily paused after it was determined that the space needs for the Police Department range from 7,500-8,500 square feet based on what features the facility should include. The current Police Station is about 3,500 square feet. Discussions will continue into 2025.

CONTRACTS SIGNED BY CITY ADMINISTRATOR

1. None.

KORA REQUESTS

The Administration Department keeps a log of all Kansas Open Records Requests received. There were four requests in December.

The Kansas Open Records Act, K.S.A. 45-215, governs the manner in which public documents are made available to the public. The City is authorized to charge staff time and copy fees in connection with record requests.

BOARD OF ZONING APPEALS AND PLANNING COMMISSION MEETINGS

Board of Zoning Appeals (BZA) – No applications did not meet.

Planning Commission (PC) met on December 30, 2024, to review one application and the Comprehensive Plan. PC approved 6109 El Monte new Single-Family Residence with an exception to the window hierarchy on the right elevation façade and the Comprehensive Plan. PC requested staff add a discussion to the next meeting agenda regarding the code requirements of greenspace.

OCCUPATIONAL LICENSES

To date, 39 occupational licenses have been issued.

DOG LICENSES

Licensing History

2024 – 660 tags issued to date. Residents notified via Focus on Fairway (Jan and March edition), City Email Program, April postcard, May letter, and phone calls.

2023 – 614 tags issued.

2022 - 622 tags issued.

2021 – 627 tags issued.

RENTAL AND NON-OWNER-OCCUPIED DWELLING REGISTRATIONS

To date, 220 applications received, 202 licenses issued, 18 properties pending inspection.

Assistant City Clerk Vickie Tillery is continuing to identify properties that are possible rentals and mailing requests for declaration to the property owners. Rental applications have increased from 196 application received in 2023 to 220 in received in 2024.

BUILDING DEPARTMENT REPORT

The December report is attached. Three new single family home permit was issued. The monthly construction value of permits pulled was \$3,954,641.92 with a YTD total construction value of \$21,784,544.87. Permit fees collected for the month were \$11,649.00 and YTD \$223,544.02.

The December monthly Codes report is attached.

UPCOMING MEETINGS:

MEETING LOCATIONS: Fairway City Hall unless otherwise noted. Meetings are now being held in person. City Council, Board of Zoning Appeals and Planning Commission meetings will be broadcast via YouTube.

CITY COUNCIL

Monday, January 13, 2025

6:30 p.m.

BOARD OF ZONING APPEALS – CANCELLED NO APPLICATIONS

Monday, January 27, 2025

5:30 p.m.

PLANNING COMMISSION

Monday, January 27, 2025

6:00 p.m.

FINANCE AND ADMINISTRATION COMMITTEE

Wednesday, January 29, 2025

6:30 p.m.



DATE: JANUARY 13, 2025
TO: MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL
FROM: ABBIE ALDRIDGE, CITY CLERK
RE: HOLIDAY GIFT LIST

Below are the gifts received at the City during the holiday season.

Popcorn – Stifel, Nicolaus & Company
Candy – Miller Management System
Cookies – Sarah Doe
Peanuts – The Lyons Family
Cookies – Konica
Popcorn – Gayle Alexander
Chocolates – Zahid Nana
Povitica – Anna Krstulic
Brownies – The Gates Family

Building Monthly Report

Month: 12
Year: 2024

Permit Type	Sub Type	Application Type Field	Month	Previous Month	Year	Previous Year
Building Permit	Commercial		0.00	0.00	1.00	0.00
Building Permit	Commercial	Addition/Remodel	0.00	0.00	1.00	0.00
Building Permit	Commercial	Commercial	0.00	0.00	1.00	2.00
Building Permit	Commercial	Deck	0.00	0.00	0.00	1.00
Building Permit	Commercial	Demolition	0.00	0.00	0.00	0.00
Building Permit	Commercial	Driveway	0.00	0.00	0.00	0.00
Building Permit	Commercial	Electrical	0.00	0.00	1.00	1.00
Building Permit	Commercial	Fence	0.00	0.00	0.00	0.00
Building Permit	Commercial	Flatwork	0.00	0.00	0.00	0.00
Building Permit	Commercial	Footing/Foundation	0.00	0.00	0.00	2.00
Building Permit	Commercial	HVAC/Mechanical	0.00	0.00	1.00	0.00
Building Permit	Commercial	Other	0.00	0.00	2.00	0.00
Building Permit	Commercial	Permit Renewal	0.00	0.00	0.00	0.00
Building Permit	Commercial	Plumbing	0.00	0.00	0.00	0.00
Building Permit	Commercial	Roof	0.00	0.00	1.00	2.00
Building Permit	Commercial	Sign	1.00	0.00	3.00	0.00
Building Permit	Commercial	Solar	0.00	0.00	0.00	0.00
Building Permit	Residential		0.00	0.00	0.00	3.00
Building Permit	Residential	Accessory Structure	1.00	0.00	1.00	0.00
Building Permit	Residential	Addition/Remodel	1.00	7.00	34.00	30.00
Building Permit	Residential	Deck	0.00	0.00	2.00	9.00
Building Permit	Residential	Demolition	1.00	0.00	13.00	6.00
Building Permit	Residential	Driveway	0.00	0.00	15.00	20.00
Building Permit	Residential	Electrical	2.00	2.00	31.00	33.00
Building Permit	Residential	Fence	3.00	1.00	51.00	46.00
Building Permit	Residential	Flatwork	0.00	0.00	5.00	2.00
Building Permit	Residential	Footing/Foundation	1.00	0.00	2.00	3.00
Building Permit	Residential	Foundation Shoring	1.00	0.00	4.00	3.00
Building Permit	Residential	Generator	1.00	1.00	22.00	12.00
Building Permit	Residential	HVAC/Mechanical	3.00	2.00	31.00	43.00
Building Permit	Residential	New SFR	1.00	3.00	16.00	11.00
Building Permit	Residential	Other	0.00	1.00	6.00	20.00
Building Permit	Residential	Patio	1.00	0.00	7.00	7.00
Building Permit	Residential	Permit Renewal	0.00	0.00	0.00	0.00
Building Permit	Residential	Plumbing	2.00	4.00	17.00	15.00
Building Permit	Residential	Pool/Spa	0.00	0.00	2.00	3.00
Building Permit	Residential	Right-of-Way	0.00	0.00	0.00	0.00
Building Permit	Residential	Roof	7.00	5.00	53.00	50.00

Building Permit	Residential	Siding	0.00	0.00	7.00	10.00
Building Permit	Residential	Sign	0.00	0.00	0.00	0.00
Building Permit	Residential	Solar	0.00	0.00	1.00	2.00
Building Permit	Residential	Storage Shed	0.00	1.00	6.00	2.00
Grand Total Issued:			26.00	27.00	337.00	338.00
Scheduled Inspections			64.00	59.00	811.00	954.00
Building Code Complaints			21.00	20.00	469.00	523.00
Plans Reviewed			28.00	53.00	677.00	288.00
Construction Valuation			1,559,071.51	3,954,641.92	21,784,544.87	67,798,096.84
Fees Collected			11,649.00	23,338.00	223,544.02	458,054.87

Code Report

Violation Date Begin: 12/01/2024

Violation Date End: 12/31/2024

File#	Address	Violation Code	Violation Short Description	Date of Violation
24-001425	5864 GRANADA LN	FWYMC 12-31	Solid Waste-Storage	12/06/2024
24-001426	6019 GRANADA ST	FWYMC 12-31	Solid Waste-Storage	12/06/2024
24-001427	6105 GRANADA ST	FWYMC 6-55 (5)	Parking and Storage of Vehicles in Residential Areas	12/06/2024
24-001428	4505 W 62ND ST	FWYMC 12-31	Solid Waste-Storage	12/06/2024
24-001429	6132 FONTANA ST	FWYMC 12-31	Solid Waste-Storage	12/06/2024
24-001430	6105 FONTANA ST	FWYMC 12-31	Solid Waste-Storage	12/06/2024
24-001431	5925 FONTANA ST	FWYMC 12-31	Solid Waste-Storage	12/06/2024
24-001432	6015 FONTANA ST	FWYMC 15-551a4	TEMPORARY SIGNS	12/06/2024
24-001433	6025 FONTANA ST	FWYMC 12-31	Solid Waste-Storage	12/06/2024
24-001434	6101 FONTANA ST	FWYMC 12-31	Solid Waste-Storage	12/06/2024
24-001445	2701 SHAWNEE MISSION PKWY	FWYMC 15-551a4	TEMPORARY SIGNS	12/10/2024
24-001449	6142 EL MONTE ST	FWYMC 12-31	Solid Waste-Storage	12/11/2024
24-001450	6142 EL MONTE ST	FWYMC 6-55 (5)	Parking and Storage of Vehicles in Residential Areas	12/11/2024
24-001451	6108 EL MONTE ST	FWYMC 12-31	Solid Waste-Storage	12/11/2024
24-001452	5846 EL MONTE ST	FWYMC 15-551a4	TEMPORARY SIGNS	12/11/2024
24-001453	5842 EL MONTE ST	FWYMC 15-551a4	TEMPORARY SIGNS	12/11/2024

24- 001454	5830 EL MONTE ST	FWYMC 15- 551a4	TEMPORARY SIGNS	12/11/2024
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**FINANCE REPORT
FOR DECEMBER 2024**

NOVEMBER 2024 CASH AND CERTIFICATES OF DEPOSIT

The final General Fund Cash balance for November was **\$414,043.69.**

The final General Fund Money Market account balance was **\$51,988.42.**

The final balance for the General Fund Reserve CDs for November 2024 was **\$428,534.95.**

Part of the Reserve CD's are now reflected in the Equipment Reserve Fund.

The final balance of the General Fund Reserve for November 2024 was **\$359,965.56.**

The Administration and Finance Committee met on December 4, 2024.

Cash flow summary and sales tax summaries. The November cash flow summary shows monthly revenues are above what was anticipated, and expenditures are below what was anticipated. The sales tax distribution for December was \$231,787.69 which is well above the budgeted average of \$194,583.33. The actual monthly average for 2024 was \$218,194.88. The 2024 budgeted sales tax revenue was \$2,335,000. The actual 2024 sales tax revenue was \$2,618,338.57.

End of Year Transfers. City Administrator Nogelmeier reviewed the updated proposal for year-end transfers from the General Fund. The transfers will closely resemble what was budgeted, however Nogelmeier suggested a slightly larger transfer from the General Fund to the Capital Improvement Fund may be possible pending revenues and expenditures in the following month. Prior to 12/31/2024, Nogelmeier transferred \$1,500,000 from the General Fund to the CIP Fund. This was nearly \$400,000 above what was budgeted.

The next Administration & Finance Committee meeting is scheduled for Wednesday, January 29, 2025 at 6:30 p.m.

ATTACHMENTS

- PRIMINARY December Financials

MONTHLY FINANCIAL STATEMENTS

CITY OF FAIRWAY

DECEMBER 2024

PRELIMINARY

PREPARED BY:



GoodFaithAccounting.com

Management Responsibility

The organization's management is responsible for the information contained in these reports and for the development, implementation, and adherence of all financial policies and procedures. We recommend management carefully review all transactions contained in these reports to ensure accuracy and clarity.

Table of Contents

➤ Statement of Financial Position

The statement of financial position gives a financial picture of the organization as of the end of the reporting period. It reflects the assets, liabilities, and net assets of the organization.

Definition of Fund Accounting Terms

Net Assets – Total Assets minus Total Liabilities. Net Assets fall into one of two categories:

1. **With Donor Restriction** – funds that may be spent only as restricted by the donor.
2. **Without Donor Restrictions** – funds available for general operations. These may be further separated as follows:
 - a. **Net Investment in Fixed Assets** - total fixed assets minus accumulated depreciation minus any loans related to fixed assets.
 - b. **Board Designated** - although not donor restricted, these amounts have been segregated by the board (or finance committee, elders, etc.) for special purposes.
 - c. **Prior Years' Net Balance** - cumulative net activity (revenue minus expenses) from all prior years.
 - d. **Current Year Net Balance** - current year net activity (detailed on the Statement of Activities).

➤ Statement of Activities

The statement of activities reflects the revenues and expenses of the organization for the current period of time - typically the current month and year-to-date. It can also be used to compare actual revenues and expenses to those budgeted.

City of Fairway
Statement of Fund Balance
December 31

		2024	2023
Assets			
Cash			
Cash in General Checking - Pooled			
1010.000	General Fund	\$ 414,043.69	\$ 899,981.24
1010.000	General Fund Reserves*	(68,569.39)	(68,569.39)
1010.000	Special Highway Fund	170,892.97	57,716.22
1010.000	Storm Water Utility Fund	319,280.69	146,617.51
1010.000	Debt Service Fund	85,001.81	121,834.20
1010.000	2014 Sales Tax Fund	453,875.07	418,703.68
1010.000	Equipment Reserve Fund	910,000.00	870,000.00
1010.000	Shawnee Indian Mission Fund	1,976.04	4,824.27
1010.000	Special Parks & Recreation Fund	4,205.51	9,215.74
1010.000	Fairway Tree Fund	7,074.00	43,610.00
1010.000	Federal Grant Fund	-	-
1010.000	55th Street CID	2,700.16	2,930.26
1010.000	Drug Tax Fund	1.00	1.00
1010.000	Capital Improvements Fund	2,285,961.15	1,734,900.99
1010.000	Unrestricted ARPA Funds	582,998.96	604,364.35
	Total Cash in General Checking - Pooled	5,169,441.66	4,846,130.07
Cash in Other Accounts			
1131.000	General Fund Money Market Account	51,988.42	51,273.35
1132.000	CD - GF Reserves (FNB 0826)	54,619.77	54,542.29
1133.000	CD - GF Reserves (FNB 0031)	144,948.11	144,800.82
1134.000	CD - GF Reserves (FNB 0827)	109,318.71	109,162.80
1135.000	CD - GF Reserves (FNB 0828)	119,648.36	118,285.40
1112.000	Court Bond Cash	12,294.80	14,061.80
1113.000	Police Property & Evidence	4,790.41	4,790.41
1111,1128	Petty Cash Funds	169.00	169.00
	Total Cash in Other Accounts	497,777.58	497,085.87
	Total Cash	5,667,219.24	5,343,215.94
Other Current Assets			
1121.000	Taxes Receivable	3,197,834.27	3,197,834.27
1122.000	Drain Removal Reimbursement	685.68	685.68
1127.000	Prepaid Expenses	60,065.26	60,065.26
1125,1126,1129	Accounts Receivable	25,558.25	25,558.25
	Total Other Current Assets	3,284,143.46	3,284,143.46
	Total Assets	\$ 8,951,362.70	\$ 8,627,359.40

*CD's that are part of the general fund reserves are not reflected in this amount.

City of Fairway
Statement of Fund Balance
December 31

		<u>2024</u>	<u>2023</u>
Liabilities & Fund Balance			
Current Liabilities			
2005.000	Accounts Payable	\$ 492,211.87	\$ 274,931.39
2030.000	Accounts Payable Payroll	42,240.76	42,240.76
2040.000	Insurance Settlement	4,806.16	4,806.16
2045.000	Federal Grant Unearned Revenue	-	-
2110.2111	Court Bond Liability	11,308.05	13,075.05
2115.000	Police Property & Evidence	5,269.41	5,269.41
2116.000	State Court Costs	8,008.39	10,654.89
2117.000	State Judge's Training Fee	(298.50)	(188.50)
2118.000	State DL Reinstatement	454.62	374.12
2119.000	State Community Correction Fund	(425.00)	(425.00)
2120.000	Seatbelt Safety Fund	100.00	120.00
2125.000	Collection Fees Payable	124.47	119.47
2130.000	Federal Withholding Payable	19,179.10	18,252.25
2140.000	Kansas Withholding Payable	3,758.00	3,387.08
2180.000	Retirement - Employee	1,525.70	1,525.70
2190.000	Group Life	127.73	127.49
2200.000	Dental Withholding	(373.46)	(288.41)
2210.000	Health Insurance	(2,670.97)	(446.01)
2211.000	HSA	(1,335.39)	(1,335.39)
2212.000	Short Term Disability	(2,819.44)	(2,435.02)
2213.000	FSA 125 Plan	(3,216.08)	(3,216.14)
2214.000	Supplemental Insurance	4,125.15	4,108.78
2215.000	Vision Insurance	251.72	303.77
2216.000	CID Legal	(12,819.42)	(9,291.02)
2217.000	4210/4220 Development	17,514.70	18,391.50
2220.000	Garnishments	-	-
	Total Current Liabilities	<u>587,047.57</u>	<u>380,062.33</u>
Other Liabilities			
2300.000	Deferred Revenue - Bond & Interest Fund	116,419.00	116,419.00
2400.000	Deferred Revenue - General Fund	<u>2,577,532.62</u>	<u>2,577,532.62</u>
	Total Other Liabilities	<u>2,693,951.62</u>	<u>2,693,951.62</u>
Fund Balance			
2500.100	Fund Balance - General Fund	689,551.12	1,152,442.03
2500.110	Fund Balance - General Fund Reserves	359,965.56	358,221.92
2500.520	Fund Balance Designated - Special Highway	73,706.24	85,529.49
2500.540	Fund Balance Designated - Storm Water	308,122.69	146,617.51
2500.660	Fund Balance Designated - Bond & Interest	119,914.83	156,747.22
2500.665	Fund Balance Designated - Sales Tax Fund	400,658.27	455,348.65
2500.750	Fund Balance Designated - Equipment Reserve	910,000.00	870,000.00
2500.770	Fund Balance Designated - Special Parks & Recreation	4,205.51	9,215.74
2500.760	Fund Balance Designated - Shawnee Indian Mission	560.89	3,409.12
2500.780	Fund Balance Designated - Fairway Tree Fund	7,074.00	43,610.00
2500.800	Fund Balance Designated - Federal Grant Fund	-	-
2500.825	Fund Balance Designated - 55th Street CID Fund	8,698.16	8,928.26
2500.880	Fund Balance Designated - Drug Tax	1.00	1.00
2500.900	Fund Balance Designated - Capital Improvement Funds	2,204,906.39	1,658,910.27
2500.904	Fund Balance Designated - Unrestricted ARPA Funds	<u>582,998.85</u>	<u>604,364.24</u>
	Total Fund Balance	<u>5,670,363.51</u>	<u>5,553,345.45</u>
	Total Liabilities & Fund Balance	<u>\$ 8,951,362.70</u>	<u>\$ 8,627,359.40</u>

City of Fairway
Subsidiary Schedule - Cash Balances
For the 12 Months Ended December 31, 2024

		12/31/2023	2024 Activity		12/31/2024
		Balance	Receipts	Disbursements	Balance
<u>Funds Pooled in General Checking</u>					
1010	General Fund	\$ 899,981.24	\$ 6,359,447.15	\$ 6,845,384.70	\$ 414,043.69
1010	General Fund Reserves	(68,569.39)	-	-	(68,569.39)
1010	Special Highway Fund	57,716.22	113,176.75	-	170,892.97
1010	Storm Water Utility Fund	146,617.51	546,741.63	374,078.45	319,280.69
1010	Debt Service Fund	121,834.20	326,150.61	362,983.00	85,001.81
1010	2014 Sales Tax Fund	418,703.68	394,353.78	359,182.39	453,875.07
1010	Equipment Reserve Fund	870,000.00	40,000.00	-	910,000.00
1010	Shawnee Indian Mission Fund	4,824.27	122,450.50	125,298.73	1,976.04
1010	Special Parks & Recreation Fund	9,215.74	2,171.14	7,181.37	4,205.51
1010	Fairway Tree Fund	43,610.00	2,975.00	39,511.00	7,074.00
1010	Federal Grant Fund	-	-	-	-
1010	55th Street CID	2,930.26	28,986.87	29,216.97	2,700.16
1010	Drug Tax Fund	1.00	-	-	1.00
1010	Capital Improvement Funds	1,734,900.99	1,783,665.23	1,232,605.07	2,285,961.15
1010	Unrestricted ARPA Funds	604,364.35	10,000.00	31,365.39	582,998.96
Total Funds Pooled in General Checking		4,846,130.07	9,730,118.66	9,406,807.07	5,169,441.66

<u>Funds Held in Other Accounts</u>				
1131	General Fund Money Market Account	51,273.35	715.07	51,988.42
1132	Certificate of Deposit - GF Reserves	54,542.29	77.48	54,619.77
1133	Certificate of Deposit - GF Reserves	144,800.82	147.29	144,948.11
1134	Certificate of Deposit - GF Reserves	109,162.80	155.91	109,318.71
1135	Certificate of Deposit - GF Reserves	118,285.40	1,362.96	119,648.36
1112	Court Bond Cash	14,061.80	13,250.00	15,017.00
1113	Police Property & Evidence	4,790.41	-	4,790.41
1111,1128	Petty Cash	169.00	-	169.00
Total Cash		<u>\$ 5,343,215.94</u>	<u>\$ 9,745,827.37</u>	<u>\$ 9,421,824.07</u>
				<u>\$ 5,667,219.24</u>

PRELIMINARY

City of Fairway
Statement of Activities
Year-to-Date Fund Summary
For the 12 Months Ended December 31, 2024

	Shawnee															Total Funds
	General	General Fund Reserves	Special Highway	Storm Water Utility	Debt Service	2014 Sales Tax Fund	Equipment Reserve	Indian Mission Fund	Special Parks & Recreation	Fairway Tree Fund	Federal Grant Fund	55th Street CID Fund	Drug Tax	General Capital Improvement	Unrestricted ARPA Funds	
Cash Carryforward	\$ 951,254.59	\$ 358,221.92	\$ 57,716.22	\$ 146,617.51	\$ 121,834.20	\$ 418,703.68	\$ 870,000.00	\$ 4,824.27	\$ 9,215.74	\$ 43,610.00	\$ -	\$ 2,930.26	\$ 1.00	\$ 1,734,900.99	\$ 604,364.35	\$ 5,324,194.73
Revenue																
Assessment Revenue	6,221,562.22		113,176.75	505,368.63	326,150.61	394,353.78			2,171.14		28,986.87	-	197,176.86			7,788,946.86
Other Income	151,850.00	1,743.64	-	41,373.00	-			85,913.50		2,975.00	-	-	-			283,855.14
Bond Proceeds																-
Transfer of Funds	-	-	-	-	-	-	40,000.00	36,537.00	-	-	-	-	-	1,586,488.37	10,000.00	1,673,025.37
Total Revenue	<u>6,373,412.22</u>	<u>1,743.64</u>	<u>113,176.75</u>	<u>546,741.63</u>	<u>326,150.61</u>	<u>394,353.78</u>	<u>40,000.00</u>	<u>122,450.50</u>	<u>2,171.14</u>	<u>2,975.00</u>	<u>-</u>	<u>28,986.87</u>	<u>-</u>	<u>1,783,665.23</u>	<u>10,000.00</u>	<u>9,745,827.37</u>
Total Revenue & Cash Carryforward	<u>7,324,666.81</u>	<u>359,965.56</u>	<u>170,892.97</u>	<u>693,359.14</u>	<u>447,984.81</u>	<u>813,057.46</u>	<u>910,000.00</u>	<u>127,274.77</u>	<u>11,386.88</u>	<u>46,585.00</u>	<u>-</u>	<u>31,917.13</u>	<u>1.00</u>	<u>3,518,566.22</u>	<u>614,364.35</u>	<u>15,070,022.10</u>
Expenditures																
Administration	1,611,933.18															1,611,933.18
Police	1,492,362.34															1,492,362.34
Public Works	1,068,209.07															1,068,209.07
Court	134,376.21															134,376.21
Parks & Recreation	982,885.33															982,885.33
Projects			125,000.00	131,218.82		193,603.79	-		7,181.37	39,511.00				1,200,807.19	31,365.39	1,728,687.56
Programs								125,298.73								125,298.73
Payments				226,282.00	362,983.00	255,440.37								36,861.92		881,567.29
Miscellaneous				27,735.63								29,216.97				56,952.60
Contingency	1,546,537.00															1,546,537.00
Total Expenditures	<u>6,836,303.13</u>	<u>-</u>	<u>125,000.00</u>	<u>385,236.45</u>	<u>362,983.00</u>	<u>449,044.16</u>	<u>-</u>	<u>125,298.73</u>	<u>7,181.37</u>	<u>39,511.00</u>	<u>-</u>	<u>29,216.97</u>	<u>-</u>	<u>1,237,669.11</u>	<u>31,365.39</u>	<u>9,628,809.31</u>
Change in Fund Balance																
After Cash Carryforward	<u>488,363.68</u>	<u>359,965.56</u>	<u>45,892.97</u>	<u>308,122.69</u>	<u>85,001.81</u>	<u>364,013.30</u>	<u>910,000.00</u>	<u>1,976.04</u>	<u>4,205.51</u>	<u>7,074.00</u>	<u>-</u>	<u>2,700.16</u>	<u>1.00</u>	<u>2,280,897.11</u>	<u>582,998.96</u>	<u>5,441,212.79</u>
Change in Fund Balance																
Before Cash Carryforward	(462,890.91)	1,743.64	(11,823.25)	161,505.18	(36,832.39)	(54,690.38)	40,000.00	(2,848.23)	(5,010.23)	(36,536.00)	-	(230.10)	-	545,996.12	(21,365.39)	117,018.06
Beginning Fund Balance	<u>1,152,442.00</u>	<u>358,221.95</u>	<u>85,529.49</u>	<u>146,617.51</u>	<u>156,747.22</u>	<u>455,348.65</u>	<u>870,000.00</u>	<u>3,409.12</u>	<u>9,215.74</u>	<u>43,610.00</u>	<u>-</u>	<u>8,928.26</u>	<u>1.00</u>	<u>1,658,910.27</u>	<u>604,364.24</u>	<u>5,553,345.45</u>
Ending Fund Balance	<u>\$ 689,551.09</u>	<u>\$ 359,965.59</u>	<u>\$ 73,706.24</u>	<u>\$ 308,122.69</u>	<u>\$ 119,914.83</u>	<u>\$ 400,658.27</u>	<u>\$ 910,000.00</u>	<u>\$ 560.89</u>	<u>\$ 4,205.51</u>	<u>\$ 7,074.00</u>	<u>\$ -</u>	<u>\$ 8,698.16</u>	<u>\$ 1.00</u>	<u>\$ 2,204,906.39</u>	<u>\$ 582,998.85</u>	<u>\$ 5,670,363.51</u>

City of Fairway
Statement of Activities
General Operating Fund
For the 12 Months Ended December 31, 2024

			<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>% Remaining</u>
Revenues								
4000	.100	Cash Carryforward	\$ -	\$ 951,254.59	\$ 260,000.00	\$ 260,000.00	\$ (691,254.59)	(\$2.66)
4005	.100	Advalorem Tax	-	2,542,067.98	2,565,211.00	2,565,211.00	23,143.02	0.9%
4010	.100	Back Tax	-	4,040.89	-	-	(4,040.89)	N/A
4020	.100	Local Sales Tax	133,232.27	788,707.61	725,000.00	725,000.00	(63,707.61)	-8.8%
4030	.100	County/State Sales Tax	116,503.67	721,905.91	625,000.00	625,000.00	(96,905.91)	-15.5%
4040	.100	County Special Sales Tax	23,300.78	145,015.74	125,000.00	125,000.00	(20,015.74)	-16.0%
4045	.100	County Public Safety Sales Tax	23,300.65	145,014.92	125,000.00	125,000.00	(20,014.92)	-16.0%
4050	.100	Motor Vehicle Tax	-	182,846.46	186,382.00	186,382.00	3,535.54	1.9%
4060	.100	Rec Vehicle Tax/Commercial Vehicle Tax	-	558.86	1,910.00	1,910.00	1,351.14	70.7%
4066	.100	Building Permits	10,289.00	221,434.02	200,000.00	200,000.00	(21,434.02)	-10.7%
4068	.100	Occ Lic/CMB Lic	100.00	8,155.44	7,500.00	7,500.00	(655.44)	-8.7%
4069	.100	Rental Licenses/Inspection	375.00	29,726.00	25,000.00	25,000.00	(4,726.00)	-18.9%
4070	.100	Franchise Tax - KCP&L	11,858.73	188,019.17	185,000.00	185,000.00	(3,019.17)	-1.6%
4080	.100	Franchise Tax - Gas Service	4,484.33	89,341.63	85,000.00	85,000.00	(4,341.63)	-5.1%
4090	.100	Franchise Tax - AT&T	46.00	5,219.52	12,000.00	12,000.00	6,780.48	56.5%
4100	.100	Franchise Tax - TimeWarner	-	19,640.14	20,000.00	20,000.00	359.86	1.8%
4110	.100	Franchise Tax - Surewest	6.12	4,519.85	5,000.00	5,000.00	480.15	9.6%
4115	.100	Franchise Tax - Google	-	11,478.00	-	-	(11,478.00)	N/A
4120	.100	Franchise Tax - MCI Metro	-	-	-	-	-	N/A
4121	.100	Franchise Tax - Level 3 Telecom of KC	-	1,000.00	-	-	(1,000.00)	N/A
4200	.100	Dog Licenses	-	8,989.00	8,000.00	8,000.00	(989.00)	-12.4%
4290	.100	Ordinance Violation Assessment	-	13,301.62	-	-	(13,301.62)	N/A
4300	.100	Alarm Fees	260.00	2,393.69	350.00	350.00	(2,043.69)	-583.9%
4340	.100	City Solid Waste and Recycling	-	342,929.77	345,000.00	345,000.00	2,070.23	0.6%
4350	.100	Local Alcoholic Liquor	437.34	2,171.10	1,500.00	1,500.00	(671.10)	-44.7%
4400	.100	55th Street CID	-	292.17	1,000.00	1,000.00	707.83	70.8%
4450	.100	4210 TIF District Fees	-	114,302.00	114,000.00	114,000.00	(302.00)	-0.3%
4500	.100	Pool Membership Fees	-	121,910.75	110,000.00	110,000.00	(11,910.75)	-10.8%
4550	.100	Pool Gate Fees	-	85,844.49	85,000.00	85,000.00	(844.49)	-1.0%
4570	.100	P&R Programming	588.00	83,899.20	70,000.00	70,000.00	(13,899.20)	-19.9%
4575	.100	Special Events	1,000.00	4,574.52	7,500.00	7,500.00	2,925.48	39.0%
4580	.100	P&R - Super Pass	-	10,920.83	14,000.00	14,000.00	3,079.17	22.0%
4590	.100	Facility Rental Fees	3,160.00	62,911.09	55,000.00	55,000.00	(7,911.09)	-14.4%
4595	.100	Sponsorships/Donations	-	250.00	500.00	500.00	250.00	50.0%
4600	.100	Pool Concessions	-	64,060.94	59,000.00	59,000.00	(5,060.94)	-8.6%
4650	.100	Swim Team Revenues	-	18,428.80	19,000.00	19,000.00	571.20	3.0%
4700	.100	Court Fines	9,815.00	136,092.61	100,000.00	100,000.00	(36,092.61)	-36.1%
4701	.100	Bond Forfeits	-	3,910.00	-	-	(3,910.00)	N/A
4705	.100	Returned Check Fees	-	-	-	-	-	N/A
4710	.100	Court Costs	2,311.50	31,302.50	20,000.00	20,000.00	(11,302.50)	-56.5%
4715	.100	Insurance Settlement	-	-	-	-	-	N/A
4720	.100	Driver License Reinstatement	-	-	-	-	-	N/A
4725	.100	Fingerprinting Services	410.00	4,385.00	2,000.00	2,000.00	(2,385.00)	-119.3%
4730	.100	Right of Way Permits	1,500.00	9,180.00	15,000.00	15,000.00	5,820.00	38.8%
4740	.100	Interest on Investments	5,000.90	84,297.37	75,000.00	75,000.00	(9,297.37)	-12.4%
4750	.100	Record Copying	41.00	553.38	800.00	800.00	246.62	30.8%
4755	.100	Trash Bag Tags	82.50	340.00	300.00	300.00	(40.00)	-13.3%
4760	.100	Miscellaneous	359.00	56,967.09	20,000.00	20,000.00	(36,967.09)	-184.8%
4765	.100	City Logo Product Sales	-	512.16	25.00	25.00	(487.16)	-1948.6%
Total Revenues			348,461.79	7,324,666.81	6,275,978.00	6,275,978.00	(1,048,688.81)	-16.7%

City of Fairway
Statement of Activities
General Operating Fund
For the 12 Months Ended December 31, 2024

				Unencumbered					
				Current Month	Year to Date	Budget to Date	Annual Budget	Balance	% Remaining
Expenditures									
Administration									
5010	.411	Salaries		47,349.46	417,596.51	393,875.00	393,875.00	(23,721.51)	-6.0%
5030	.411	Payroll Taxes-Employer		4,189.37	45,120.08	30,136.00	30,136.00	(14,984.08)	-49.7%
5090	.411	Retirement		5,670.52	59,680.30	56,003.00	56,003.00	(3,677.30)	-6.6%
5220	.411	License Fees		990.60	16,797.05	18,840.00	18,840.00	2,042.95	10.8%
5230	.411	Utilities		2,454.20	26,099.01	35,000.00	35,000.00	8,900.99	25.4%
5250	.411	Insurance		869.27	194,532.91	179,200.00	179,200.00	(15,332.91)	-8.6%
5260	.411	Health Insurance		7,692.50	90,985.70	73,334.00	73,334.00	(17,651.70)	-24.1%
5290	.411	Animal Care		-	-	15,000.00	15,000.00	15,000.00	100.0%
5310	.411	Accounting		2,847.00	54,689.00	53,400.00	53,400.00	(1,289.00)	-2.4%
5320	.411	Consultant/Engineering		440.00	10,943.00	-	-	(10,943.00)	N/A
5330	.411	Building Maintenance		855.00	23,538.16	20,000.00	20,000.00	(3,538.16)	-17.7%
5340	.411	Publications		89.20	407.36	4,100.00	4,100.00	3,692.64	90.1%
5350	.411	Legal Fees		-	109,959.80	115,000.00	115,000.00	5,040.20	4.4%
5360	.411	Printing/Newsletter		1,834.38	8,426.79	8,000.00	8,000.00	(426.79)	-5.3%
5370	.411	Equipment Maintenance & Licenses		318.88	33,139.27	30,840.00	30,840.00	(2,299.27)	-7.5%
5380	.411	Training/Membership		2,244.74	29,256.53	27,800.00	27,800.00	(1,456.53)	-5.2%
5390	.411	Election		-	-	-	-	-	N/A
5400	.411	Special Assistance		1,000.00	1,000.00	2,000.00	2,000.00	1,000.00	50.0%
5410	.411	Civil Defense Siren		27.41	798.79	450.00	450.00	(348.79)	-77.5%
5420	.411	Reimbursed Expenditures		500.00	6,000.00	500.00	500.00	(5,500.00)	-1100.0%
5430	.411	Mayor/Councilmembers		1,500.00	18,000.00	18,000.00	18,000.00	-	0.0%
5470	.411	City Solid Waste and Recycling		-	350,413.20	351,002.00	351,002.00	588.80	0.2%
5605	.411	Maintenance		-	-	-	-	-	N/A
5610	.411	Operating Supplies		-	-	-	-	-	N/A
5700	.411	Office Supplies		153.57	4,215.88	3,900.00	3,900.00	(315.88)	-8.1%
5718	.411	Credit Card Fees		790.35	7,278.98	6,000.00	6,000.00	(1,278.98)	-21.3%
5720	.411	Miscellaneous		158.49	5,930.51	2,000.00	2,000.00	(3,930.51)	-196.5%
5725	.411	Ordinance Violation Assessment		-	861.00	-	-	(861.00)	N/A
5730	.411	Postage		1,350.00	6,407.10	4,100.00	4,100.00	(2,307.10)	-56.3%
5850	.411	Publicity/Memberships		-	-	-	-	-	N/A
5900	.411	Capital Outlay		-	-	4,000.00	4,000.00	4,000.00	100.0%
5940	.411	Debt Service - GO Bonds 2010 & 2012		-	-	-	-	-	N/A
5951	.411	Contingency		3,625.50	68,287.20	170,000.00	170,000.00	101,712.80	59.8%
5960	.411	75th Anniversary Celebration		500.00	21,569.05	25,000.00	25,000.00	3,430.95	13.7%
Total Administration				87,450.44	1,611,933.18	1,647,480.00	1,647,480.00	35,546.82	2.2%
Police									
5010	.412	Salaries		85,594.60	837,274.16	865,397.00	865,397.00	28,122.84	3.2%
5020	.412	Overtime		8,408.13	51,058.60	31,500.00	31,500.00	(19,558.60)	-62.1%
5030	.412	Payroll Taxes-Employer		6,721.25	66,221.40	68,613.00	68,613.00	2,391.60	3.5%
5090	.412	Retirement		20,922.57	212,352.93	217,215.00	217,215.00	4,862.07	2.2%
5200	.412	Uniforms		120.96	6,171.98	9,000.00	9,000.00	2,828.02	31.4%
5220	.412	License Fees		2,782.75	2,832.75	8,522.00	8,522.00	5,689.25	66.8%
5230	.412	Utilities		2,644.69	16,876.37	21,000.00	21,000.00	4,123.63	19.6%
5250	.412	Insurance		-	-	-	-	-	N/A
5260	.412	Health Insurance		9,095.10	98,898.85	92,625.00	92,625.00	(6,273.85)	-6.8%
5300	.412	Pest Control		-	-	-	-	-	N/A
5330	.412	Building Maintenance		928.00	10,787.33	18,200.00	18,200.00	7,412.67	40.7%
5350	.412	Legal Fees		-	-	-	-	-	N/A
5360	.412	Printing/Newsletter		37.14	727.75	3,500.00	3,500.00	2,772.25	79.2%
5370	.412	Equipment Maintenance & Licenses		-	-	-	-	-	N/A
5380	.412	Training/Membership		2,109.96	32,060.73	25,000.00	25,000.00	(7,060.73)	-28.2%
5381	.412	Dues/Membership		-	379.00	4,000.00	4,000.00	3,621.00	90.5%
5395	.412	Ammunition		2,333.86	2,773.51	2,500.00	2,500.00	(273.51)	-10.9%
5455	.412	Computer		-	28,399.26	23,071.00	23,071.00	(5,328.26)	-23.1%
5475	.412	Equipment Purchase		189.04	14,305.10	15,000.00	15,000.00	694.90	4.6%
5480	.412	Radio/Radar		-	45.00	3,000.00	3,000.00	2,955.00	98.5%
5500	.412	Contract Services		6,829.85	14,250.07	12,000.00	12,000.00	(2,250.07)	-18.8%

City of Fairway
Statement of Activities
General Operating Fund
For the 12 Months Ended December 31, 2024

				Unencumbered		
	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Balance</u>	<u>% Remaining</u>
5670 .412	-	5,030.00	2,000.00	2,000.00	(3,030.00)	-151.5%
5700 .412	306.46	5,376.44	6,750.00	6,750.00	1,373.56	20.3%
5715 .412	-	-	-	-	-	N/A
5720 .412	205.00	1,304.53	2,500.00	2,500.00	1,195.47	47.8%
5780 .412	3,964.01	40,236.58	45,582.00	45,582.00	5,345.42	11.7%
5875 .412	-	-	-	-	-	N/A
5900 .412	3,906.34	45,000.00	45,000.00	45,000.00	-	0.0%
5910 .412	-	-	-	-	-	N/A
5911 .412	-	-	-	-	-	N/A
5960 .412	-	-	-	-	-	N/A
Total Police	157,099.71	1,492,362.34	1,521,975.00	1,521,975.00	29,612.66	1.9%
Public Works						
5010 .413	42,777.17	410,444.69	392,721.00	392,721.00	(17,723.69)	-4.5%
5020 .413	872.22	5,317.02	19,130.00	19,130.00	13,812.98	72.2%
5030 .413	3,233.31	30,576.84	31,507.00	31,507.00	930.16	3.0%
5090 .413	5,174.25	57,746.76	56,539.00	56,539.00	(1,207.76)	-2.1%
5200 .413	-	2,949.39	2,500.00	2,500.00	(449.39)	-18.0%
5220 .413	-	-	-	-	-	N/A
5230 .413	2,417.40	28,164.63	25,500.00	25,500.00	(2,664.63)	-10.4%
5260 .413	8,331.78	101,318.98	97,583.00	97,583.00	(3,735.98)	-3.8%
5320 .413	12,138.86	23,260.16	24,000.00	24,000.00	739.84	3.1%
5330 .413	4,723.00	5,420.55	3,000.00	3,000.00	(2,420.55)	-80.7%
5370 .413	6,348.33	17,671.31	15,000.00	15,000.00	(2,671.31)	-17.8%
5380 .413	214.00	6,175.83	7,000.00	7,000.00	824.17	11.8%
5420 .413	-	-	-	-	-	N/A
5472 .413	-	1,415.00	1,000.00	1,000.00	(415.00)	-41.5%
5510 .413	-	260.00	3,500.00	3,500.00	3,240.00	92.6%
5520 .413	-	8,995.86	24,000.00	24,000.00	15,004.14	62.5%
5550 .413	10,533.50	27,996.75	20,000.00	20,000.00	(7,996.75)	-40.0%
5570 .413	9,197.70	123,841.88	105,000.00	105,000.00	(18,841.88)	-17.9%
5580 .413	21,355.03	122,241.72	144,500.00	144,500.00	22,258.28	15.4%
5585 .413	-	-	-	-	-	N/A
5700 .413	-	1,509.96	1,650.00	1,650.00	140.04	8.5%
5720 .413	19.95	362.87	350.00	350.00	(12.87)	-3.7%
5760 .413	1,837.71	9,599.36	7,500.00	7,500.00	(2,099.36)	-28.0%
5770 .413	4,894.57	18,387.92	22,000.00	22,000.00	3,612.08	16.4%
5780 .413	1,148.67	14,330.65	21,000.00	21,000.00	6,669.35	31.8%
5783 .413	-	-	-	-	-	N/A
5800 .413	-	49.96	3,500.00	3,500.00	3,450.04	98.6%
5900 .413	-	20,170.98	22,000.00	22,000.00	1,829.02	8.3%
5910 .413	30,000.00	30,000.00	30,000.00	30,000.00	-	0.0%
5940 .413	-	-	-	-	-	N/A
5960 .413	-	-	-	-	-	N/A
Total Public Works	165,217.45	1,068,209.07	1,080,480.00	1,080,480.00	12,270.93	1.1%

City of Fairway
Statement of Activities
General Operating Fund
For the 12 Months Ended December 31, 2024

			<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>% Remaining</u>
Court								
5010 .414	Salaries		8,007.76	84,481.59	97,500.00	97,500.00	13,018.41	13.4%
5020 .414	Overtime		-	-	-	-	-	N/A
5030 .414	Payroll Taxes-Employer		603.03	6,348.14	7,460.00	7,460.00	1,111.86	14.9%
5090 .414	Retirement		850.50	9,458.67	9,352.00	9,352.00	(106.67)	-1.1%
5260 .414	Health Insurance		863.60	10,363.20	10,656.00	10,656.00	292.80	2.7%
5350 .414	Legal Fees		3,846.00	21,186.63	2,000.00	2,000.00	(19,186.63)	-959.3%
5381 .414	Dues/Membership		-	342.20	250.00	250.00	(92.20)	-36.9%
5640 .414	Driver License Reinstatement		-	-	-	-	-	N/A
5660 .414	Law Enforcement Training		-	-	-	-	-	N/A
5670 .414	Prisoner Care		-	-	900.00	900.00	900.00	100.0%
5700 .414	Office Supplies		23.59	1,300.43	2,000.00	2,000.00	699.57	35.0%
5720 .414	Miscellaneous		-	895.35	250.00	250.00	(645.35)	-258.1%
5960 .414	75th Anniversary Celebration		-	-	-	-	-	N/A
Total Court			14,194.48	134,376.21	130,368.00	130,368.00	(4,008.21)	-3.1%
Parks & Recreation								
5010 .415	Salaries		31,986.34	513,403.38	500,329.00	500,329.00	(13,074.38)	-2.6%
5020 .415	Overtime		-	7,521.77	-	-	(7,521.77)	N/A
5030 .415	Payroll Taxes-Employer		1,701.15	26,296.54	38,276.00	38,276.00	11,979.46	31.3%
5090 .415	Retirement		3,535.22	35,005.32	28,406.00	28,406.00	(6,599.32)	-23.2%
5200 .415	Uniforms		-	6,506.89	9,000.00	9,000.00	2,493.11	27.7%
5230 .415	Utilities		2,833.82	40,544.30	48,000.00	48,000.00	7,455.70	15.5%
5260 .415	Health Insurance		3,340.58	40,086.96	41,569.00	41,569.00	1,482.04	3.6%
5380 .415	Training/Membership		18.50	10,086.11	15,500.00	15,500.00	5,413.89	34.9%
5420 .415	Reimbursed Expenditures		16.41	494.44	900.00	900.00	405.56	45.1%
5605 .415	Maintenance		1,614.65	40,780.38	34,000.00	34,000.00	(6,780.38)	-19.9%
5610 .415	Operating Supplies		72.33	18,564.11	12,500.00	12,500.00	(6,064.11)	-48.5%
5630 .415	Taxes		414.89	12,999.61	12,500.00	12,500.00	(499.61)	-4.0%
5700 .415	Office Supplies		-	-	-	-	-	N/A
5718 .415	Credit Card Fees		215.83	8,419.82	8,000.00	8,000.00	(419.82)	-5.2%
5720 .415	Miscellaneous		9.99	27.98	200.00	200.00	172.02	86.0%
5820 .415	Chemicals		-	20,419.58	20,000.00	20,000.00	(419.58)	-2.1%
5830 .415	Landscaping		1,452.00	24,878.67	22,000.00	22,000.00	(2,878.67)	-13.1%
5840 .415	Facility Rental Supplies		1,668.48	16,186.35	11,000.00	11,000.00	(5,186.35)	-47.1%
5850 .415	Publicity/Memberships		1,238.12	12,625.34	11,200.00	11,200.00	(1,425.34)	-12.7%
5860 .415	Swim Team Expenditures		-	2,533.07	4,000.00	4,000.00	1,466.93	36.7%
5870 .415	Concession Supplies		-	49,741.35	40,000.00	40,000.00	(9,741.35)	-24.4%
5900 .415	Capital Outlay		-	70,000.00	70,000.00	70,000.00	-	0.0%
5920 .415	Concerts/Programming		450.00	17,680.43	28,000.00	28,000.00	10,319.57	36.9%
5925 .415	Transfer to SIM Fund		-	-	-	-	-	N/A
5931 .415	Special Events		951.89	8,082.93	7,000.00	7,000.00	(1,082.93)	-15.5%
5960 .415	75th Anniversary Celebration		-	-	-	-	-	N/A
Total Parks & Recreation			51,520.20	982,885.33	962,380.00	962,380.00	(20,505.33)	-2.1%
Interfund Transfers								
5910 .420	Transfer of Funds		1,500,000.00	1,500,000.00	1,136,950.00	1,136,950.00	(363,050.00)	-31.9%
5911 .420	Transfer to Equipment Rsv.		-	10,000.00	10,000.00	10,000.00	-	0.0%
5912 .420	Transfer to SIM Fund		6,537.00	36,537.00	36,774.00	36,774.00	237.00	0.6%
5913 .420	Transfer to Debt Service Fund		-	-	-	-	-	N/A
Total Interfund Transfers			1,506,537.00	1,546,537.00	1,183,724.00	1,183,724.00	(362,813.00)	-30.7%
Total Expenditures			1,982,019.28	6,836,303.13	6,526,407.00	6,526,407.00	(309,896.13)	-4.7%
Change in Fund Balance			\$ (1,633,557.49)	\$ 488,363.68	\$ (250,429.00)	\$ (250,429.00)	\$ (738,792.68)	

City of Fairway
Statement of Activities
General Operating Fund
For the 12 Months Ended December 31, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered</u>	<u>% Remaining</u>
	<u>Total</u>	<u>GF</u>	<u>Reserves</u>		<u>Balance</u>	
Change in Fund Balance w/o Cash						
Carryforward (including Reserves)	\$ (461,147.27)	\$ (462,890.91)	\$ 1,743.64			
Beginning Fund Balance	<u>1,510,663.95</u>	<u>1,152,442.00</u>	<u>358,221.95</u>			
Ending Fund Balance	<u>\$ 1,049,516.68</u>	<u>\$ 689,551.09</u>	<u>\$ 359,965.59</u>			

PRELIMINARY

City of Fairway
Statement of Activities
General Fund Reserves - 110
For the 12 Months Ended December 31, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.110	\$ -	\$ 358,221.92	\$ -	\$ -	\$ (358,221.92)
4740.110	36.64	1,743.64	-	-	(1,743.64)
4800.110	-	-	-	-	-
Total Revenues	<u>36.64</u>	<u>359,965.56</u>	<u>-</u>	<u>-</u>	<u>(359,965.56)</u>
Expenditures					
5950.110	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in Fund Balance	<u>\$ 36.64</u>	<u>\$ 359,965.56</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (359,965.56)</u>

PRELIMINARY

City of Fairway
Statement of Activities
Special Highway - 520
For the 12 Months Ended December 31, 2024

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.520	Cash Carryforward	\$ -	\$ 57,716.22	\$ 52,878.75	\$ 52,878.75	\$ (4,837.47)
4726.520	Special Highway Revenue	-	113,176.75	107,150.00	107,150.00	(6,026.75)
4760.520	Miscellaneous	-	-	-	-	-
	Total Revenues	<u>-</u>	<u>170,892.97</u>	<u>160,028.75</u>	<u>160,028.75</u>	<u>(10,864.22)</u>
Expenditures						
5500.520	Contract Services	-	-	-	-	-
5680.520	Street Repairs/Improvements	-	-	125,000.00	125,000.00	125,000.00
5681.520	CIP Street Projects	125,000.00	125,000.00	-	-	(125,000.00)
5705.520	Cash Reserve	-	-	35,028.75	35,028.75	35,028.75
5910.520	Transfer of Funds	-	-	-	-	-
	Total Expenditures	<u>125,000.00</u>	<u>125,000.00</u>	<u>160,028.75</u>	<u>160,028.75</u>	<u>35,028.75</u>
	Change in Fund Balance	<u>\$ (125,000.00)</u>	<u>\$ 45,892.97</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (45,892.97)</u>
	Change in Fund Balance without Cash Carryforward		<u>\$ (11,823.25)</u>			
	Beginning Fund Balance		<u>85,529.49</u>			
	Ending Fund Balance		<u>\$ 73,706.24</u>			

PRELIMINARY

City of Fairway
Statement of Activities
Storm Water Utility - 540
For the 12 Months Ended December 31, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.540	\$ -	\$ 146,617.51	\$ 115,997.04	\$ 115,997.04	\$ (30,620.47)
4770.540	-	505,368.63	510,000.00	510,000.00	4,631.37
4780.540	-	41,373.00	-	-	(41,373.00)
Total Revenues	<u>-</u>	<u>693,359.14</u>	<u>625,997.04</u>	<u>625,997.04</u>	<u>(67,362.10)</u>
Expenditures					
5017.540	11,158.00	131,218.82	250,000.00	250,000.00	118,781.18
5205.540	-	226,282.00	226,282.00	226,282.00	-
5705.540	-	-	121,979.41	121,979.41	121,979.41
5720.540	-	27,735.63	27,735.63	27,735.63	-
Total Expenditures	<u>11,158.00</u>	<u>385,236.45</u>	<u>625,997.04</u>	<u>625,997.04</u>	<u>240,760.59</u>
Change in Fund Balance	<u>\$ (11,158.00)</u>	<u>\$ 308,122.69</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (308,122.69)</u>
Change in Fund Balance without Cash Carryforward		\$ 161,505.18			
Beginning Fund Balance		<u>146,617.51</u>			
Ending Fund Balance		<u>\$ 308,122.69</u>			

PRELIMINARY

City of Fairway
Statement of Activities
Debt Service Fund - 660
For the 12 Months Ended December 31, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.660	\$ -	\$ 121,834.20	\$ 97,805.57	\$ 97,805.57	\$ (24,028.63)
4005.660	-	115,361.13	116,367.00	116,367.00	1,005.87
4010.660	-	296.65	-	-	(296.65)
4020.660	33,308.06	197,176.88	170,000.00	170,000.00	(27,176.88)
4050.660	-	13,274.93	13,669.00	13,669.00	394.07
4060.660	-	41.02	140.00	140.00	98.98
4063.660	-	-	-	-	-
4740.660	-	-	-	-	-
4760.660	-	-	-	-	-
Total Revenues	<u>33,308.06</u>	<u>447,984.81</u>	<u>397,981.57</u>	<u>397,981.57</u>	<u>(50,003.24)</u>
Expenditures					
5205.660	-	-	-	-	-
5206.660	-	235,518.00	235,518.00	235,518.00	-
5207.660	-	127,465.00	127,465.00	127,465.00	-
5706.660	-	-	-	-	-
5720.660	-	-	35,000.00	35,000.00	35,000.00
Total Expenditures	<u>-</u>	<u>362,983.00</u>	<u>397,983.00</u>	<u>397,983.00</u>	<u>35,000.00</u>
Change in Fund Balance	<u>\$ 33,308.06</u>	<u>\$ 85,001.81</u>	<u>\$ (1.43)</u>	<u>\$ (1.43)</u>	<u>\$ (85,003.24)</u>
Change in Fund Balance without Cash Carryforward		\$ (36,832.39)			
Beginning Fund Balance		<u>156,747.22</u>			
Ending Fund Balance		<u>\$ 119,914.83</u>			

City of Fairway
Statement of Activities
2014 Sales Tax Fund
For the 12 Months Ended December 31, 2024

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.665	Cash Carryforward	\$ -	\$ 418,703.68	164,305.60	164,305.60	(254,398.08)
4020.665	Local Sales Tax	<u>66,616.13</u>	<u>394,353.78</u>	<u>350,000.00</u>	<u>350,000.00</u>	<u>(44,353.78)</u>
	Total Revenues	<u>66,616.13</u>	<u>813,057.46</u>	<u>514,305.60</u>	<u>514,305.60</u>	<u>(298,751.86)</u>
Expenditures						
5782.665	Lease/Purchase Payment PW Facility	-	100,214.12	100,215.00	100,215.00	0.88
5901.665	Capital Outlay	123,043.52	193,603.79	225,000.00	225,000.00	31,396.21
5941.665	Bond Payment - 2014A GO	-	55,751.25	55,750.00	55,750.00	(1.25)
5942.665	Bond Payment - 2015A GO	-	99,475.00	99,475.00	99,475.00	-
5952.665	Sales Tax Reserve	-	-	33,865.60	33,865.60	33,865.60
5960.665	75th Anniversary Celebration	-	-	-	-	-
	Total Expenditures	<u>123,043.52</u>	<u>449,044.16</u>	<u>514,305.60</u>	<u>514,305.60</u>	<u>65,261.44</u>
	Change in Fund Balance	<u>\$ (56,427.39)</u>	<u>\$ 364,013.30</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (364,013.30)</u>
	Change in Fund Balance without Cash Carryforward		<u>\$ (54,690.38)</u>			
	Beginning Fund Balance		<u>455,348.65</u>			
	Ending Fund Balance		<u>\$ 400,658.27</u>			

PRELIMINARY

City of Fairway
Statement of Activities
Equipment Reserve Fund - 750
For the 12 Months Ended December 31, 2024

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.750	Cash Carryforward	\$ -	\$ 870,000.00	\$ 870,000.00	\$ 870,000.00	\$ -
4810.750	Transfer from General Fund	-	10,000.00	10,000.00	10,000.00	-
4812.750	Transfer from PD	-	-	-	-	-
4820.750	Transfer from PD Budget	-	-	45,000.00	45,000.00	45,000.00
4830.750	Transfer from PW	30,000.00	30,000.00	30,000.00	30,000.00	-
	Total Revenues	<u>30,000.00</u>	<u>910,000.00</u>	<u>955,000.00</u>	<u>955,000.00</u>	<u>45,000.00</u>
Expenditures						
5475.750	Equipment Purchase	-	-	-	-	-
	Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Change in Fund Balance	<u>\$ 30,000.00</u>	<u>\$ 910,000.00</u>	<u>\$ 955,000.00</u>	<u>\$ 955,000.00</u>	<u>\$ 45,000.00</u>
	Change in Fund Balance without Cash Carryforward		<u>\$ 40,000.00</u>			
	Beginning Fund Balance		<u>870,000.00</u>			
	Ending Fund Balance		<u>\$ 910,000.00</u>			

PRELIMINARY

City of Fairway
Statement of Activities
Shawnee Indian Mission Fund - 760
For the 12 Months Ended December 31, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.760	\$ -	\$ 4,824.27	\$ 238.00	\$ 238.00	\$ (4,586.27)
4410.760	-	1,317.00	2,500.00	2,500.00	1,183.00
4412.760	-	4,306.50	5,000.00	5,000.00	693.50
4415.760	-	-	-	-	-
4420.760	-	80,000.00	110,000.00	110,000.00	30,000.00
4425.760	-	-	-	-	-
4430.760	-	290.00	-	-	(290.00)
4800.760	6,537.00	36,537.00	36,537.00	36,537.00	-
Total Revenues	<u>6,537.00</u>	<u>127,274.77</u>	<u>154,275.00</u>	<u>154,275.00</u>	<u>27,000.23</u>
Expenditures					
5010.760	5,500.00	67,412.22	63,615.00	63,615.00	(3,797.22)
5020.760	-	-	-	-	-
5030.760	635.57	5,362.16	4,867.00	4,867.00	(495.16)
5090.760	567.56	9,812.66	9,492.00	9,492.00	(320.66)
5200.760	-	252.39	200.00	200.00	(52.39)
5230.760	2,265.05	20,142.69	21,900.00	21,900.00	1,757.31
5260.760	-	-	-	-	-
5380.760	-	-	-	-	-
5605.760	793.00	20,730.58	19,100.00	19,100.00	(1,630.58)
5610.760	-	511.03	500.00	500.00	(11.03)
5850.760	-	60.00	80.00	80.00	20.00
5920.760	175.00	1,015.00	1,250.00	1,250.00	235.00
5930.760	-	-	3,114.00	3,114.00	3,114.00
5960.760	-	-	-	-	-
Total Expenditures	<u>9,936.18</u>	<u>125,298.73</u>	<u>124,118.00</u>	<u>124,118.00</u>	<u>(1,180.73)</u>
Change in Fund Balance	<u>\$ (3,399.18)</u>	<u>\$ 1,976.04</u>	<u>\$ 30,157.00</u>	<u>\$ 30,157.00</u>	<u>\$ 28,180.96</u>
Change in Fund Balance without Cash Carryforward		<u>\$ (2,848.23)</u>			
Beginning Fund Balance		<u>3,409.12</u>			
Ending Fund Balance		<u>\$ 560.89</u>			

City of Fairway
Statement of Activities
Special Parks & Recreation Fund - 770
For the 12 Months Ended December 31, 2024

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.770	Cash Carryforward	\$ -	\$ 9,215.74	\$ 7,930.86	\$ 7,930.86	\$ (1,284.88)
4280.770	Local Alcoholic Liquor	437.35	2,171.14	1,500.00	1,500.00	(671.14)
	Total Revenues	<u>437.35</u>	<u>11,386.88</u>	<u>9,430.86</u>	<u>9,430.86</u>	<u>(1,956.02)</u>
Expenditures						
5305.770	Park Improvements	-	7,181.37	9,430.86	9,430.86	2,249.49
5705.770	Cash Reserve	-	-	-	-	-
5960.770	75th Anniversary Celebration	-	-	-	-	-
	Total Expenditures	<u>-</u>	<u>7,181.37</u>	<u>9,430.86</u>	<u>9,430.86</u>	<u>2,249.49</u>
	Change in Fund Balance	<u>\$ 437.35</u>	<u>\$ 4,205.51</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,205.51)</u>
	Change in Fund Balance without Cash Carryforward		\$ (5,010.23)			
	Beginning Fund Balance		<u>9,215.74</u>			
	Ending Fund Balance		<u>\$ 4,205.51</u>			

PRELIMINARY

City of Fairway
Statement of Activities
Fairway Tree Fund - 780
For the 12 Months Ended December 31, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.780	\$ -	\$ 43,610.00	33,985.00	33,985.00	\$ (9,625.00)
4772.780	-	2,975.00	-	-	(2,975.00)
Total Revenues	<u>-</u>	<u>46,585.00</u>	<u>33,985.00</u>	<u>33,985.00</u>	<u>(12,600.00)</u>
Expenditures					
5306.780	17,600.00	39,511.00	20,000.00	20,000.00	(19,511.00)
5705.780	-	-	13,835.00	13,835.00	13,835.00
5960.780	-	-	-	-	-
Total Expenditures	<u>17,600.00</u>	<u>39,511.00</u>	<u>33,835.00</u>	<u>33,835.00</u>	<u>(5,676.00)</u>
Change in Fund Balance	<u>\$ (17,600.00)</u>	<u>\$ 7,074.00</u>	<u>\$ 150.00</u>	<u>\$ 150.00</u>	<u>\$ (6,924.00)</u>
Change in Fund Balance without Cash Carryforward		\$ (36,536.00)			
Beginning Fund Balance		<u>43,610.00</u>			
Ending Fund Balance		<u>\$ 7,074.00</u>			

PRELIMINARY

City of Fairway
Statement of Activities
Federal Grant Fund - 800
For the 12 Months Ended December 31, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.800	\$ -	\$ -	-	-	\$ -
4790.800	-	-	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures					
5895.800	-	-	604,332.24	604,332.24	604,332.24
Total Expenditures	<u>-</u>	<u>-</u>	<u>604,332.24</u>	<u>604,332.24</u>	<u>604,332.24</u>
Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (604,332.24)</u>	<u>\$ (604,332.24)</u>	<u>\$ (604,332.24)</u>
Change in Fund Balance without Cash Carryforward		\$ -			
Beginning Fund Balance		<u>-</u>			
Ending Fund Balance		<u>\$ -</u>			

PRELIMINARY

City of Fairway
Statement of Activities
55th Street CID Fund - 825
For the 12 Months Ended December 31, 2024

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.825	Cash Carryforward	\$ -	\$ 2,930.26	12,937.20	12,937.20	\$ 10,006.94
4020.825	Local Sales Tax	4,926.98	28,986.87	40,000.00	40,000.00	11,013.13
	Total Revenues	<u>4,926.98</u>	<u>31,917.13</u>	<u>52,937.20</u>	<u>52,937.20</u>	<u>21,020.07</u>
Expenditures						
5896.825	Developer Distribution	-	28,924.80	39,600.00	39,600.00	10,675.20
5910.825	Transfer of Funds	-	292.17	400.00	400.00	107.83
	Total Expenditures	<u>-</u>	<u>29,216.97</u>	<u>40,000.00</u>	<u>40,000.00</u>	<u>10,783.03</u>
	Change in Fund Balance	<u>\$ 4,926.98</u>	<u>\$ 2,700.16</u>	<u>\$ 12,937.20</u>	<u>\$ 12,937.20</u>	<u>\$ 10,237.04</u>
	Change in Fund Balance without Cash Carryforward		\$ (230.10)			
	Beginning Fund Balance		<u>8,928.26</u>			
	Ending Fund Balance		<u>\$ 8,698.16</u>			

PRELIMINARY

City of Fairway
Statement of Activities
Drug Tax Fund - 880
For the 12 Months Ended December 31, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.880 Cash Carryforward	\$ -	\$ 1.00	\$ 1.00	\$ 1.00	\$ -
4775.880 Drug Tax Revenue	-	-	-	-	-
Total Revenues	<u>-</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>-</u>
Expenditures					
5930.880 Law Enforcement	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in Fund Balance	<u>\$ -</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ -</u>

Change in Fund Balance without Cash Carryforward	\$ -
Beginning Fund Balance	<u>1.00</u>
Ending Fund Balance	<u>\$ 1.00</u>

PRELIMINARY

City of Fairway
Statement of Activities
General Capital Improvement Funds held in General Fund - 900's
For the 12 Months Ended December 31, 2024

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
General Capital Improvement Funds						
Revenue						
4000.900	Cash Carryforward	\$ -	\$ 1,734,900.99	\$ 1,104,306.76	\$ 1,104,306.76	\$ (630,594.23)
4020.900	Local Sales Tax	33,308.07	197,176.86	175,000.00	175,000.00	(22,176.86)
4760.900	Miscellaneous	-	86,488.37	-	-	(86,488.37)
4780.900	County/State Participation	-	-	-	-	-
4800.900	Transfer of Funds	-	-	-	-	-
4810.900	Transfer from General Fund	1,500,000.00	1,500,000.00	1,136,950.00	1,136,950.00	(363,050.00)
	Total Revenue	<u>1,533,308.07</u>	<u>3,518,566.22</u>	<u>2,416,256.76</u>	<u>2,416,256.76</u>	<u>(1,102,309.46)</u>
Expenses						
5875.900	Capital Projects	96,498.00	1,200,807.19	1,273,145.00	1,273,145.00	72,337.81
5892.900	Architect/Engineering Fees	19,469.00	36,861.92	-	-	(36,861.92)
5950.900	Contingency - General Fund Reserves	-	-	-	-	-
	Total Expenses	<u>115,967.00</u>	<u>1,237,669.11</u>	<u>1,273,145.00</u>	<u>1,273,145.00</u>	<u>35,475.89</u>
	Change in Fund Balance	<u>\$ 1,417,341.07</u>	<u>\$ 2,280,897.11</u>	<u>\$ 1,143,111.76</u>	<u>\$ 1,143,111.76</u>	<u>(1,137,785.35)</u>
	Change in Fund Balance without Cash Carryforward		<u>\$ 545,996.12</u>			
	Beginning Fund Balance		<u>1,658,910.27</u>			
	Ending Fund Balance		<u>\$ 2,204,906.39</u>			
Unrestricted ARPA Funds						
Revenue						
4000.904	Cash Carryforward	\$ -	\$ 604,364.35	\$ -	\$ -	\$ (604,364.35)
4760.904	Miscellaneous	5,434.66	10,000.00	-	-	(10,000.00)
	Total Revenue	<u>5,434.66</u>	<u>614,364.35</u>	<u>-</u>	<u>-</u>	<u>(614,364.35)</u>
Expenses						
5891.904	Construction Fees	-	-	-	-	-
5892.904	Architect/Engineering Fees	-	21,408.29	-	-	(21,408.29)
5894.904	Contracted Services	9,957.10	9,957.10	-	-	(9,957.10)
5910.904	Transfer of Funds	-	-	-	-	-
	Total Expenses	<u>9,957.10</u>	<u>31,365.39</u>	<u>-</u>	<u>-</u>	<u>(31,365.39)</u>
	Change in Fund Balance	<u>\$ (4,522.44)</u>	<u>\$ 582,998.96</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(582,998.96)</u>
	Change in Fund Balance without Cash Carryforward		<u>\$ (21,365.39)</u>			
	Beginning Fund Balance		<u>604,364.24</u>			
	Ending Fund Balance		<u>\$ 582,998.85</u>			

MEMORANDUM

TO: Melanie Hepperly, Mayor
FROM: J.P. Thurlo, Chief of Police
DATE: January 9, 2025
SUBJECT: December 2024 Monthly Report

OVERVIEW:

TYPE	December 2023	December 2024
Reports	59	37
Arrests	29	14
Citations	93	135

ACTIVITY:

We had 392 activities entered into the Computer Aided Dispatch (CAD) system in December. Here are some of those activities:

- 11 Alarm Calls
- 10 Accidents
- 5 Disturbance
- 1 Burglary
- 183 Car Stops
- 8 Animal Calls

Occurrences		
Type	Time	Notes
Theft	12/01/2024 07:00	4000 blk of W 62ND ST, FAIRWAY, KS 66205 Unknown subject stole a vehicle from the driveway of a residence. The vehicle was running via remote start, but the keys were not in the vehicle.
Fairway Warrant	12/06/2024 01:23	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) Confirmed and faxed Fairway warrant to Johnson County Booking
Accident	12/07/2024 19:46	SHAWNEE MISSION PKWY and MISSION WOODS RD, WESTWOOD KS 66205 V1 did not stop and stuck V2. V2 was stopped in traffic for the light at Rainbow Blvd. V2 then struck V3.

Accident	12/08/2024 11:54	The driver of X2 pulled to the side of the road and parked in the 6200 block of Mission Road. V1 was going around X2. The passenger side mirror of V1 struck the driver's side mirror of X2. Minor damage on both vehicles where the mirrors made contact.
Outside Warrant	12/08/2024 14:06	4500 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and arrested on a Prairie Village warrant.
DUI	12/09/2024 02:10	4600 blk of W 59TH TER, FAIRWAY, KS 66205 Subject was contacted on a suspicious person call and found to be DUI.
Accident	12/10/2024 18:51	60TH ST and MISSION RD, FAIRWAY KS 66205 V1 exited roadway to the west, traveled through two private property lawns causing damage and damaged concrete barriers of a business. V1 came to rest approximately 200 feet north of the initial point of impact. Single car non-injury accident. V1 was disabled because of the incident. D1 did not have any injuries.
Outside Warrant	12/10/2024 19:18	SHAWNEE MISSION PKWY and W 55TH ST, FAIRWAY KS 66205 Subject was contacted on traffic and found to have an active Olathe KS warrant.
Accident	12/11/2024 08:09	4000 SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 V1 and V2 were involved in an accident.
Accident	12/11/2024 08:16	3800 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 D1 stated his foot slipped off the gas pedal, causing his car to move forward and strike V2.
Accident	12/11/2024 23:20	BELINDER RD and SHAWNEE MISSION PKWY, FAIRWAY KS 66205 Two car accident on Shawnee Mission Parkway and Belinder. V1 while traveling in the south lane, westbound attempted to make a right-hand turn. V1 side swiped V2, which caused disabling damage to both. V2 was following the roadway straight, traveling west through the intersection. Both vehicles towed from the scene, no injuries reported.
Accident	12/13/2024 16:56	MISSION RD and 58TH ST, FAIRWAY, Kansas V2 was traveling NB on Mission Rd when it was forced to stop abruptly. V1 was unable to stop and contacted V2.
Accident	12/18/2024 18:47	SHAWNEE MISSION PKWY and MISSION RD, FAIRWAY. On 12/18/2024, V2 was stopped at the light on Shawnee Mission Pkwy at Mission Rd and was stuck from behind by V1. The driver of V2 was transported to Overland Park Regional Hospital after complaining of neck and back pain.
Accident	12/18/2024 20:22	5500 blk of ABERDEEN RD, FAIRWAY, KS 66205 V1's passenger side mirror struck X2's driver side mirror.
Fairway Warrant	12/18/2024 21:02	I-35 HWY and COLLEGE BLVD, LENEXA KS 66215 On 12/18/2024 Olathe PD transported a party to Johnson County Central Booking. The party had a warrant out of Fairway Kansas. I faxed the paperwork to Johnson County Booking.
Invest - Suspicious Activity	12/18/2024 21:03	5500 blk of MISSION RD, FAIRWAY, KS 66205 On 12/18/2024 I responded to a prowler call. The RP advised she believed the party from a previous burglary had entered their home again and taken a purse with a wallet. It was later determined this incident did not occur and it was just additional information from the burglary which did occur on 12/08/24 (report 24421).
Accident	12/20/2024 08:18	6200 blk of GLENFIELD DR, FAIRWAY, Kansas V1 struck a parked car.

Info - Recovered Property Non Criminal	12/22/2024 15:59	69TH ST and METCALF AVE, OVERLAND PARK KS 66204 Traffic stop involving a confirmed stolen vehicle, D1 was compliant and cooperative. D1 was the father of the registered owner. They recovered the vehicle previously but had not notified the reporting agency so the vehicle could be removed from NCIC.
Drugs	12/22/2024 23:52	5300 blk of BELINDER RD, FAIRWAY, KS 66205 Subject was contacted on vehicle check and found to be in possession of a controlled substance and drug paraphernalia.
Accident - Hit and Run	12/23/2024 06:42	6000 blk of DELMAR ST, FAIRWAY, KS 66205 X2, while parked facing north on Delmar St., outside of 6020 Delmar St., was struck by V1. X2 sustained disabling damage to the passenger side rear quarter panel and the right rear tire became flat upon impact. V1 left the area after the incident and D1 did not attempt to contact the driver of X2 or leave any information.
Invest - Suspicious Activity	12/24/2024 11:57	6200 blk of REINHARDT DR, FAIRWAY, KS 66208 Received an APS Intake report regarding a resident was possibly being scammed out of large amounts of money unknowingly.
Fairway Warrant	12/24/2024 18:31	3300 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and arrested on two Fairway traffic warrants. He posted a cash bond at the station and was released with a new court date.
Accident	12/26/2024 08:10	SHAWNEE MISSION PKWY and MISSION RD, FAIRWAY KS 66205 V1 was not able to safely turn into its lane and struck V2.
Info - Civil Matter/Non Criminal	12/28/2024 00:32	5600 blk of SUWANEE RD, FAIRWAY, KS 66205 On 12/28/2024 RP called and advised she was being abused.
Fairway Warrant	12/28/2024 16:01	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) Faxed Fairway warrant to the County jail for subject in custody.
warrant arrest	12/29/2024 02:20	5800 MISSION RD, FAIRWAY, KS 66205 Subject was contacted on traffic and found to have an active JOCO KS felony warrant.
Weapons Violation	12/29/2024 02:20	5800 blk of MISSION RD, FAIRWAY, KS USA 66205 Subject was contacted on traffic and found to be a felon in possession of a firearm.
Info- Assist Outside/ Pursuit	12/29/2024 10:31	5100 blk of ROE BLVD, ROLAND PARK, KS USA 66205 Assisted Roeland Park Officers with locating a suspect who walked away from a stolen auto just before police arrived at Wal-Mart. He was in a backyard at a nearby residence and arrested. He was found to be in possession of methamphetamine and a pair of stolen work boots from Wal-Mart. The suspect and the narcotics were released to Roeland Park Officers for processing.
Fairway Warrant	12/29/2024 14:46	4400 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and arrested on a Fairway warrant. She posted bond at the station and was released with a new court date.
Outside Warrant	12/29/2024 15:46	5600 blk of MISSION RD, FAIRWAY, KS 66205 Subject contacted on a traffic stop and arrested on a Mission warrant.
Fairway Warrant	12/30/2024 11:16	5252 BELINDER RD, FAIRWAY, KS USA 66205 (FWPD) Faxed Fairway warrant to the jail.
Auto Burglary	12/31/2024 11:15	5900 blk of REINHARDT DR, FAIRWAY, JOHNSON KS 66205 Unknown suspect damaged the victim's vehicle door while attempting to make entry and commit an auto burglary.
Fairway Warrant	12/31/2024 12:21	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) Faxed Fairway warrant to JoCo ADC.

For the period December 2024

CASES FILED	Dec 2024	YTD 2024	Dec 2023	YTD 2023
DUI	1	6		17
Moving Violations	43	964	43	1,287
Non Moving Violations	61	864	45	1,007
Ordinance Violations		10	1	8
Totals	105	1,844	89	2,319

COURT REVENUES	Dec 2024	YTD 2024	Dec 2023	YTD 2023
Court Fines Collected	12,181.00	133,136.23	20,091.17	133,259.00
Court Costs Collected	2,725.50	31,464.00	3,638.33	32,356.00
Totals	14,906.50	164,600.23	23,729.50	165,615.00

CASE DISPOSITIONS	Dec 2024	YTD 2024	Dec 2023	YTD 2023
Dismissals	75	1,394	75	828
Diversion Agreements		11	7	33
Guilty Pleas	79	709	99	841
Trials on Plea of Not Guilty				6
Cases Appealed to Dist Court				
Totals	154	2,114	181	1,708

WARRANTS	Dec 2024	YTD 2024	Dec 2023	YTD 2023
Warrants Served	25	831	36	328
Warrants Issued		756	60	829
Totals	25	1,587	96	1,157



Department of Public Works

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT – December 2024

Street Sweeping

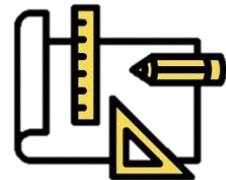


The entire city was swept between 11/6 and 12/11. This was the time-consuming sweep of the year where most trees have lost their leaves. The process began again on 12/16 and with holidays will likely stretch into 2025.

At the completion of this round this service will go back to “as needed”.

State Park PPS

Watershed Organization 1 met on December 5th and among other business, approved the 75% funding for the State Park PPS being prepared by Water Resource Solutions.



2025 CIP



2025 CIP design has begun. Staff estimates a late January or early February bid letting.

Snow Event

No additional snow events in December.



Stormwater

December Stormwater updates:

Watershed Number 1- Next meeting 1st Quarter 2025.

NPDES (National Pollution Discharge Elimination System)-
Working on 2024 Report

APWA 5600 Criteria Update- Next meeting 1st Quarter 2025.



Old Fairway

	Buena Vista	53rd	Neosho Ln	Mohawk	Pawnee	Mission	Windsor Ln	Falmouth	Canterbury	Chadwick	Aberdeen	Aberdeen Circle	Fairway	Norwood	Belinder	Neosho (CDS)	State Park
Date Swept (N)	11/8	11/8	11/8	11/8	11/8	11/8	11/8	11/8	11/8	11/8	11/8	11/8	11/8	11/6	11/6	X	X

Date Swept (S)	X	11/6	11/6	11/6	11/7	X	11/7	11/7	11/6	11/8	11/6						
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Ward Start Date	11/6
-----------------	------

Ward End Date	11/8
---------------	------

Notes:

Fieldston

	Wyncote	Mission	56th	Neosho Ln	57th	57th Terr	58th	Sheridan	Buena Vista	Brookridge	Alhambra	Granada Ln	Granada	Fontana Dr	Fontana	Alham/EIMonte	55th
Date Swept	11/15	11/15	11/14	11/14	11/14	11/14	11/14	11/14	11/14	11/15	11/12	11/12	11/12	11/12	11/12	11/12	11/15

Ward Start Date	11/12
-----------------	-------

Ward End Date	11/15
---------------	-------

Notes: 55th street swept again on 12/16/24 before construction vehicles were parked

Reinhardt

	Mission Rd	Cherokee Cir	Tahoe	Suwanee	Reinhardt	Howe	57th Terr	Windsor	Windsor Cir	Cherokee	Sunrise	Lockton	Eastvale	61st Terr	Glenfield	63rd	58th (Cul-de-sac)
Date Swept	11/15	11/21	11/25	11/25	11/22	11/20	11/20	11/22	11/22	11/19	11/22	11/21	11/21	11/21	11/21	11/20	11/22

Ward Start Date	11/19
-----------------	-------

Ward End Date	11/25
---------------	-------

Notes:

Highlands

	Mission	59th	60th	61st	62nd	62nd Terr	61st Terr	60th Terr	59th Terr	Alhambra	Buena Vista	Catalina	Delmar	El Monte	Fontana	Granada	Roe
Date Swept	12/11	12/9	12/6	12/4	12/4	12/4	12/4	12/6	12/6	12/9	12/9	12/9	12/9	12/9	12/11	12/11	12/11

Ward Start Date	12/4
-----------------	------

Ward End Date	12/11
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Notes: Brookridge Properties 12/11/24
 Neosho Properties 12/11/24
 Windsor Cir Island 12/11/24
 Tahoe/Suwanee Islands 12/11/24



GBA

**KATHY LYON FLORA PARK
NEIGHBORHOOD TRAFFIC STUDY**
FAIRWAY, KANSAS
GBA Project No. 16581.00

9801 Renner Boulevard
Lenexa, KS 66219-9745
913.492.0400 | www.gbateam.com

**2025
JANUARY**

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Introduction

As requested by the City of Fairway, Kansas, GBA has completed this *Kathy Lyon Flora Park Neighborhood Traffic Study* to examine potential alternatives to the current configuration of the Eastvale Drive, Windsor Drive, and Cherokee Drive intersection. Currently, the intersection has unique geometry, and there are concerns regarding pedestrian safety and increased traffic during renovations to the nearby Kansas City Country Club. A map of the study intersection and surrounding area may be seen in **Figure 1**.

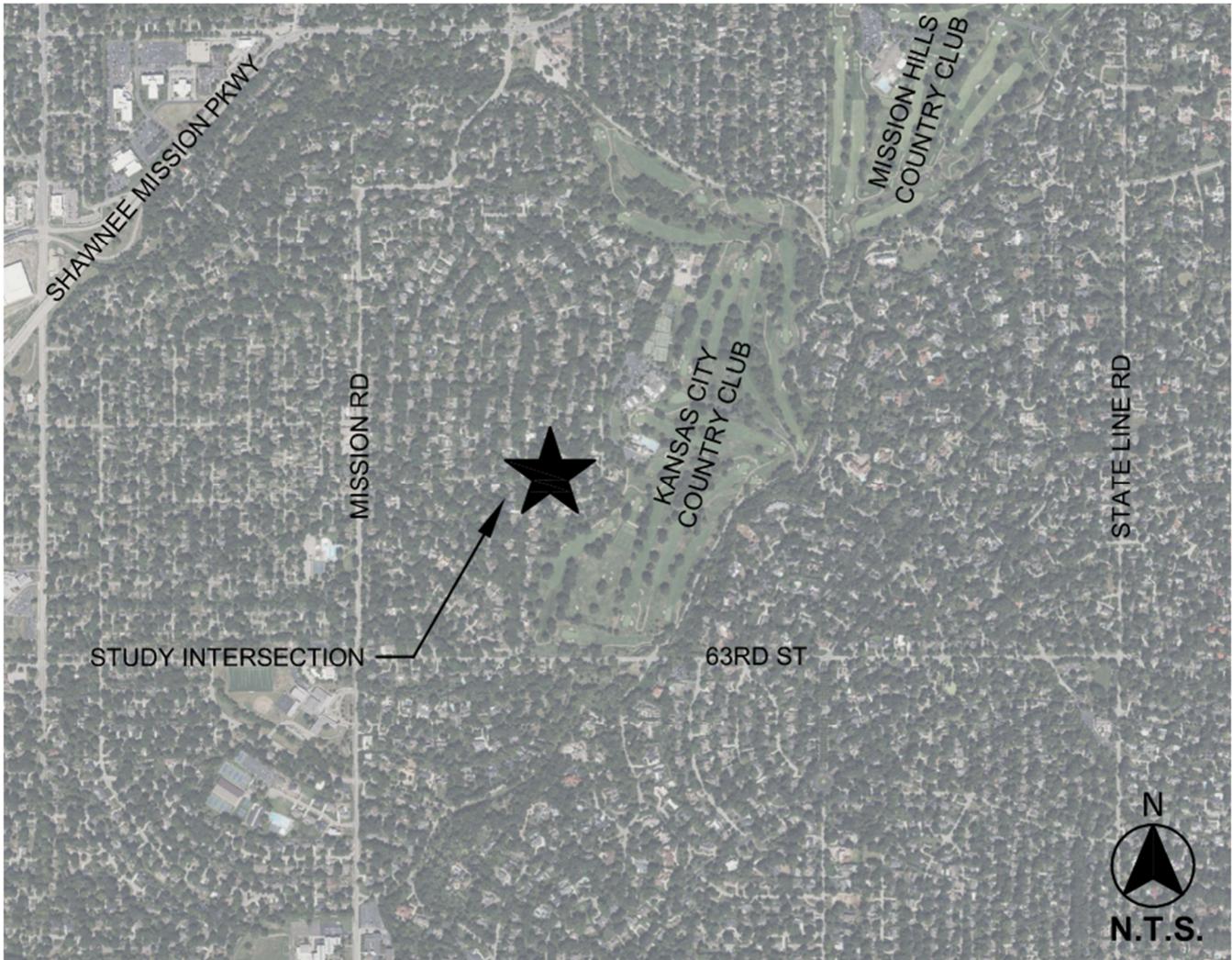


Figure 1. Study Intersection Location and Surrounding Area

The primary purpose of this study is to propose a set of viable alternative configurations that may be implemented at the study intersection to improve intersection safety. To achieve the defined objectives, analyses of existing conditions were completed by reviewing traffic and pedestrian counts, speed data, and current intersection operations. Then, solutions were identified and proposed based on issues and opportunities identified within analyses of existing conditions.

Existing Conditions

Characteristics of the Eastvale Drive, Windsor Drive, and Cherokee Drive Intersection

Eastvale Drive is a two-lane, two-way road with an approximate width of 25 ft. Throughout its cross section, Eastvale Drive is curb-and-guttered with no sidewalks on either side of the roadway. Through the study area, Eastvale Drive has a posted speed limit of 25 miles per hour (mph).

Windsor Drive is a two-lane, two-way road with an approximate width of 25 ft. Throughout its cross section, Windsor Drive is curb-and-guttered with no sidewalks on either side of the roadway. As there is not speed limit signage on Windsor Drive within the study area, City of Fairway Ordinance 1704 outlines a speed limit of 25 mph.

Cherokee Drive is a two-lane, two-way road with an approximate width of 25 ft. Throughout its cross section, Cherokee Drive is curb-and-guttered with no sidewalks on either side of the roadway. For the same reasons as stated for Windsor Drive, the speed limit on Cherokee Drive is 25 mph.

As stated previously, the intersection of Eastvale Drive, Windsor Drive, and Cherokee Drive uses a unique geometric configuration. A triangular center island separates movements and creates short connectors between the terminus of each roadway in approach of the intersection. There are no movement restrictions or traffic control signage at the intersection. Furthermore, there are two driveways located within the intersection itself, which will be considered in potential alternatives presented within this study. In addition to driveway parking, on-street parking is allowed in and around the intersection. No lighting is present at the intersection due to resident opposition. Intersection geometry and key elements of the study area may be seen in **Figure 2**.

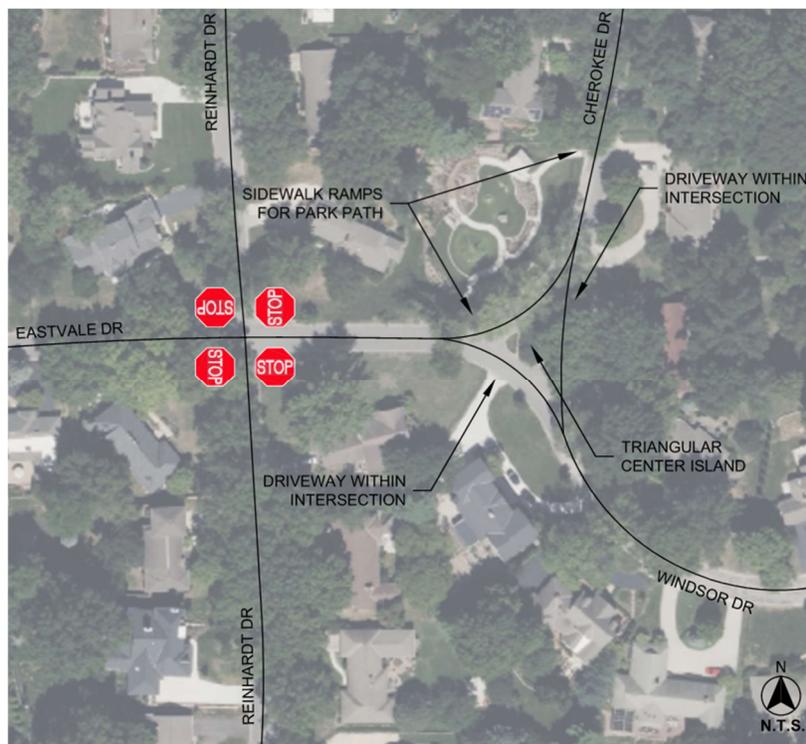


Figure 2. Existing Intersection and Study Area Elements

Existing Traffic Volumes

Existing 24-hour vehicle and pedestrian counts were collected by Gewalt Hamilton Associates, Inc. (GHA) on Tuesday, July 30, 2024. Based on the collected data, the Eastvale Drive, Windsor Drive, and Cherokee Drive intersection A.M. Peak Hour was identified to be from 8:30 - 9:30 A.M., and the P.M. Peak Hour was identified to be from 1:15 - 2:15 P.M. Notably, minimal pedestrian activity was observed during the A.M. and P.M. Peak Hours. Based on collected data, truck traffic accounts for 1.2% of total daily traffic at the intersection. Collected volume data revealed movements between Eastvale Drive and Windsor Drive accounted for approximately 75% of approach movements at the intersection. Based upon such volumes, Eastvale Drive and Windsor Drive functions as the major roadway at the intersection, with Cherokee Drive serving as the minor roadway. Existing peak hour turning movement counts at the study intersection may be viewed in **Figures 3 - 5**. Full vehicle and pedestrian counts and data may be viewed in **Appendix A**.

Existing Speed Analysis

Existing speed data was collected by Gewalt Hamilton Associates, Inc. (GHA) from Saturday, November 16, 2024 to Friday, November 22, 2024, for a total of seven days. The locations of speed data collection devices are shown in **Figure 6** and outlined below:

1. Eastvale Drive (Between Reinhardt Drive and Study Intersection)
2. Windsor Drive (Just East of Study Intersection)
3. Cherokee Drive (Just North of Study Intersection)

A summary of the collected data may be viewed in **Tables 1 - 3**, and full speed data may be viewed in **Appendix B**.

Table 1. Existing Speed Data for Eastvale Drive

	Eastbound	Westbound	Combined
AADT Traffic Volume	367	344	711
85th Percentile Speed (mph)	23	23	23
Average Speed (mph)	20	19	20
Mode Speed (mph)	19	21	19
Percent Exceeding 25 mph	4%	3%	4%
Percentage of Passenger Cars	84%	85%	84%
Percentage of Vans and Pickups	15%	13%	14%
Percentage of Busses and Trucks	1%	2%	2%

Table 2. Existing Speed Data for Windsor Drive

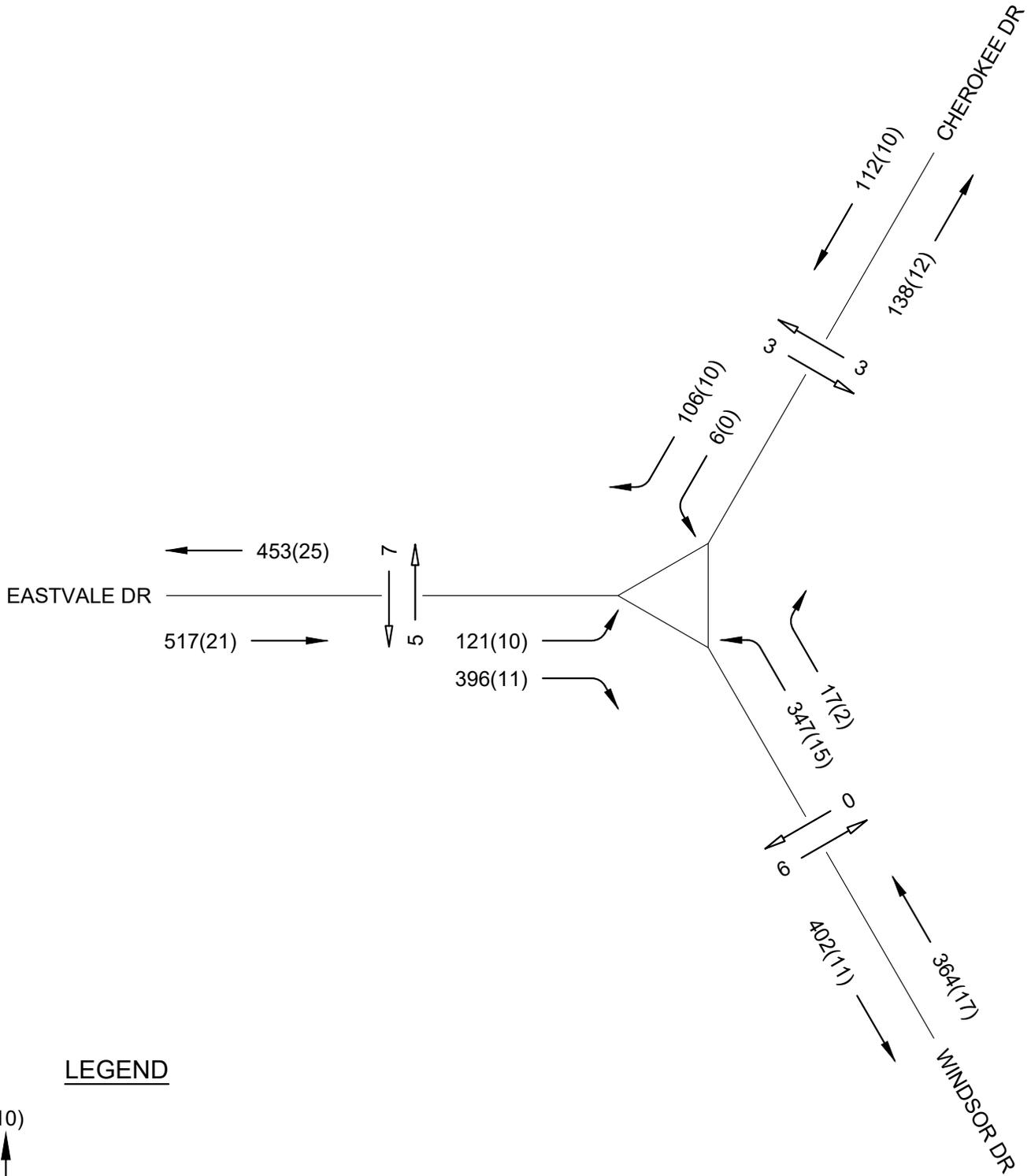
	Eastbound	Westbound	Combined
AADT Traffic Volume	367	344	711
85th Percentile Speed (mph)	23	23	23
Average Speed (mph)	20	19	20
Mode Speed (mph)	19	21	19
Percent Exceeding 25 mph	4%	3%	4%
Percentage of Passenger Cars	84%	85%	84%
Percentage of Vans and Pickups	15%	13%	14%
Percentage of Busses and Trucks	1%	2%	2%

Table 3. Existing Speed Data for Cherokee Drive

	Southbound	Northbound	Combined
AADT Traffic Volume	97	117	214
85th Percentile Speed (mph)	25	25	25
Average Speed (mph)	20	20	20
Mode Speed (mph)	22	21	22
Percent Exceeding 25 mph	13%	13%	13%
Percentage of Passenger Cars	82%	82%	82%
Percentage of Vans and Pickups	14%	14%	14%
Percentage of Busses and Trucks	4%	4%	3%

The collected data revealed that a large proportion of observed motorists were traveling below the posted speed limit of 25 mph, meaning there was not widespread speeding behavior at the study intersection.

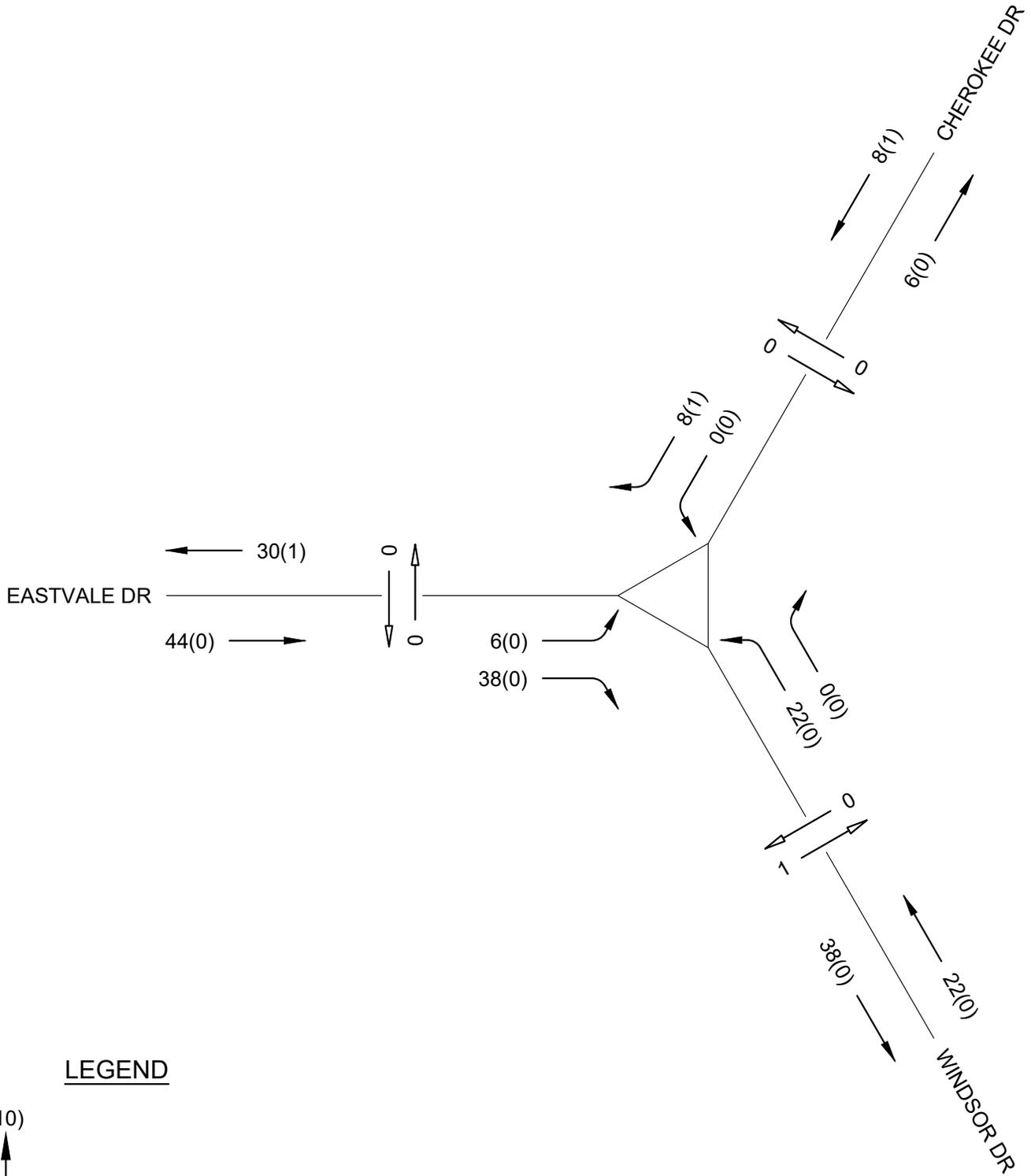
Interestingly, the proportion of motorists traveling in excess of 25 mph is significantly higher on Cherokee Drive than Eastvale Drive or Windsor Drive. On Eastvale Drive, these lower speeds may be attributable to the all-way stop controlled intersection at Eastvale Drive and Reinhardt Drive. As the data was collected between the all-way stop intersection and the study intersection, motorists may have been speeding up or slowing down in approach or exit of the all-way stop. On Windsor Drive, the lower speeds may be attributable to the roadway curve to the southeast of the study intersection, which may require motorists to slow down to navigate comfortably.



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01/03/2025

FAIRWAY INTERSECTION STUDY
EXISTING TRAFFIC VOLUMES
24 HOUR COUNTS 07/30/2024

FIGURE
3



LEGEND

- 500 (10)
 - ↑ Heavy Vehicle Volume (vph)
 - ↑ Total Traffic Volume (vph)
- ↪ Vehicle Movement
- ↔ Pedestrian Movement

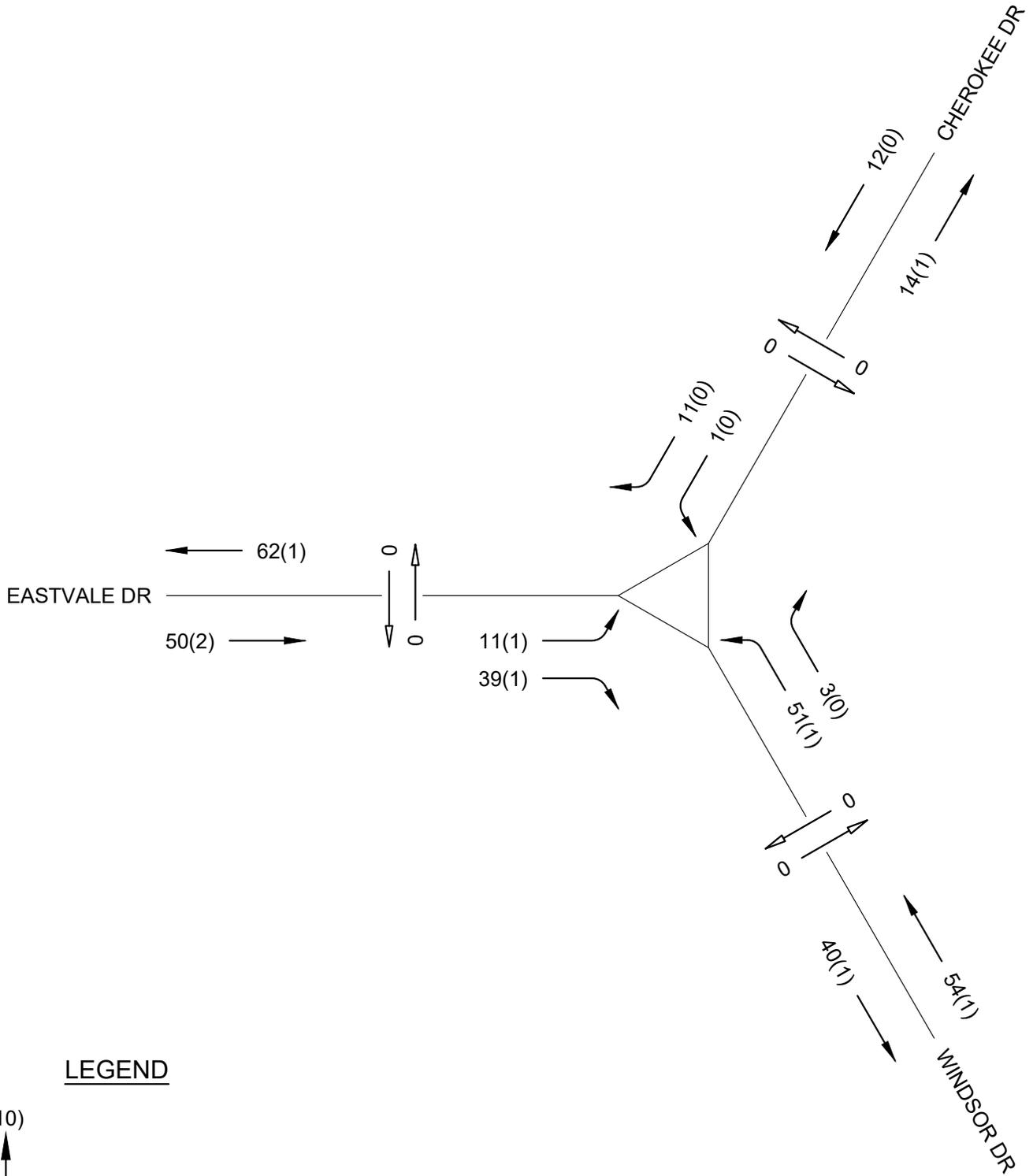


PROJECT NUMBER
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01/03/2025

FAIRWAY INTERSECTION STUDY
EXISTING TRAFFIC VOLUMES
A.M. PEAK HOUR (8:30 - 9:30 A.M.)

FIGURE

4



LEGEND

- 500 (10)
- ↑ Heavy Vehicle Volume (vph)
- ↑ Total Traffic Volume (vph)
- ↪ Vehicle Movement
- ↔ Pedestrian Movement



PROJECT NUMBER
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01/03/2025

FAIRWAY INTERSECTION STUDY
EXISTING TRAFFIC VOLUMES
P.M. PEAK HOUR (1:15 - 2:15 P.M.)

FIGURE

5

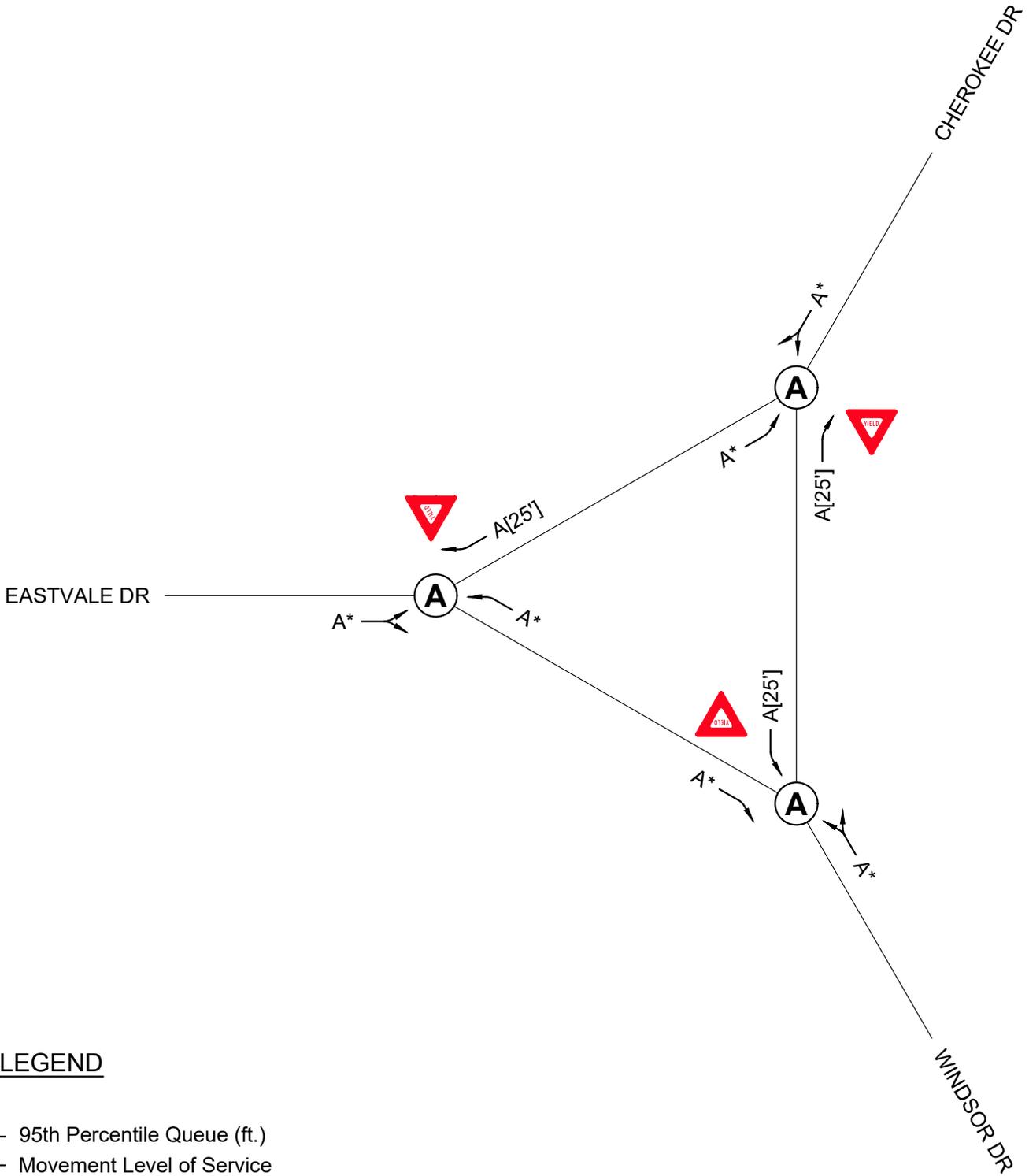


Existing Traffic Operational Analysis

Operational analysis for the study area was conducted using Trafficware Synchro (Version 12) analysis software. The main judgment criteria were Level of Service (LOS) and queuing. Level of Service is a qualitative term used to describe the operating conditions of a given roadway movement, which is correlated to the delay for the given movement. A full listing of LOS conditions for both signalized and unsignalized intersection may be seen in **Exhibit A**.

As stated previously, there is no traffic control signage at the intersection, and all movements operate under “free” control. However, existing volumes and field observations were used to estimate likely yielding patterns at the intersection, which were needed to complete operational analyses. Based upon existing volumes shown in **Figures 3 - 5**, the highest proportion of movements at the intersection use the southern connection between Eastvale Drive and Windsor Drive. Therefore, it was assumed that these movements operate freely, with southbound motorists on Cherokee Drive yielding to motorists on Eastvale Drive and Windsor Drive. Finally, it was anticipated that motorists turning north from Windsor Drive onto Cherokee Drive would yield to those turning from Eastvale Drive to Cherokee Drive based upon existing volumes.

Using the outlined assumptions, the intersection was analyzed at the three existing nodes for both A.M. and P.M. Peak Hour volumes. All nodes, and therefore the intersection as a whole, operated at LOS “A”, with no expected queuing complications, as shown in **Figures 7 - 8**. Full Synchro analysis for existing conditions may be viewed in **Appendix C**.



LEGEND

- A [100']
 95th Percentile Queue (ft.)
- Movement Level of Service
- A* Capacity per Demand
- (A) Yield-Controlled Intersection
- Overall Level of Service

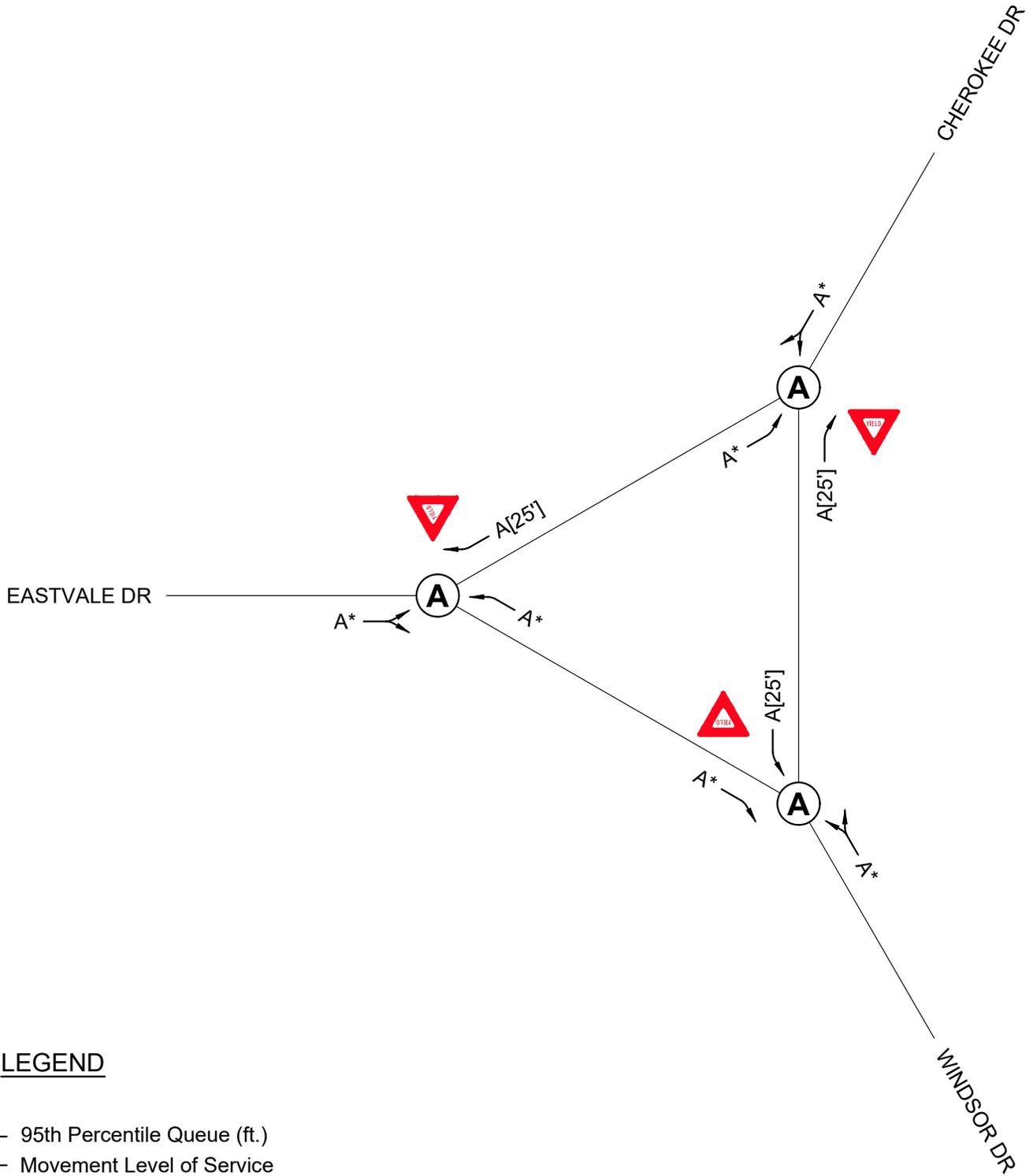
Note: Yield Signage Reflects Assumed Conditions Based Upon Conducted Traffic Counts and Field Observations



PROJECT NUMBER
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01/03/2025

FAIRWAY INTERSECTION STUDY
EXISTING INTERSECTION OPERATIONS
A.M. PEAK HOUR (8:30 - 9:30 A.M.)

FIGURE
7



LEGEND

- A [100']
 - 95th Percentile Queue (ft.)
 - Movement Level of Service
- A* Capacity per Demand
- (A) Yield-Controlled Intersection
- Overall Level of Service

Note: Yield Signage Reflects Assumed Conditions Based Upon Conducted Traffic Counts and Field Observations



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FAIRWAY INTERSECTION STUDY
EXISTING INTERSECTION OPERATIONS
P.M. PEAK HOUR (1:15 - 2:15 P.M.)

FIGURE
8

Evaluation of Potential Alternatives

Intersection Signage

A low cost intersection improvement could be to install yield and pedestrian signage surrounding the intersection to provide some form of defined traffic control and notice to motorists regarding the presence of pedestrians.

In total, three yield signs would be required to properly define which movements have the right of way at the intersection. Two would be placed on the eastern connection for the Windsor Drive to Cherokee Drive movements and the Cherokee Drive to Windsor Drive movements. The final yield sign should be placed on the Cherokee Drive to Eastvale Drive movement connection.

In addition to yield signage, signage to alert motorists to the potential presence of pedestrians may be installed at both sidewalk ramps for the Kathy Lyon Flora Park. Signs should be installed on both sides of each post to alert motorists approaching in both directions, and a supplemental plaque pointing down towards the ramp should be included as part of the assembly. Based on guidance provided in the Manual on Uniform Traffic Control Devices (MUTCD), such signage would not necessarily need to be accompanied by crosswalk markings.

A diagram showing potential signage improvements at the intersection may be seen in **Figure 9**.

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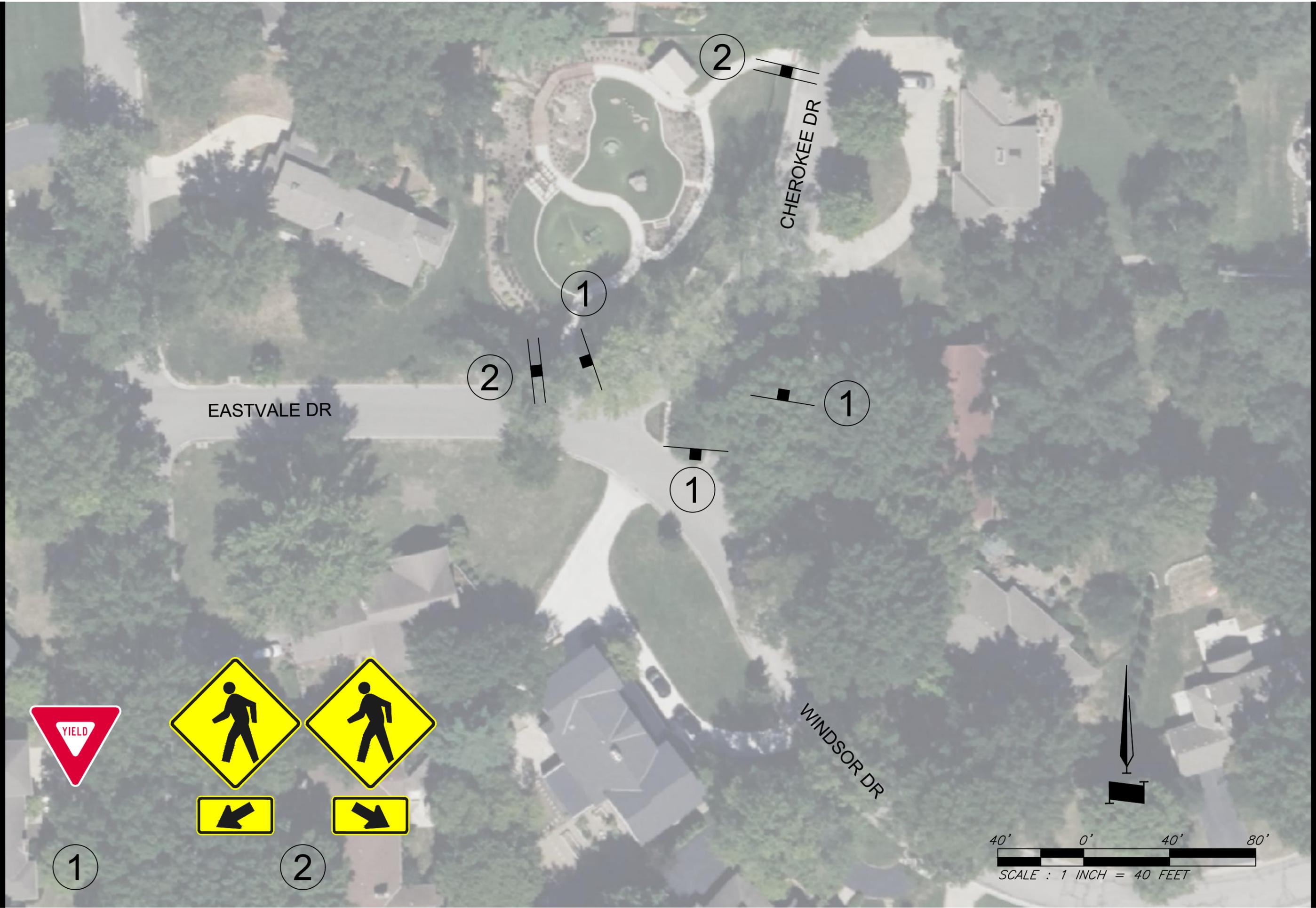


FAIRWAY INTERSECTION STUDY
INTERSECTION SIGNAGE ALTERNATIVE

PROJECT NUMBER
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FIGURE
9



Temporary Traffic Calming Measures

Part of the impetus for this study was to determine the potential impact of an access closure for the Kansas City Country Club. Renovations to the site will close the eastern access point, and require all site traffic to use the access point on Windsor Drive. In conversations with City Staff, it was determined that there is a concern about increased traffic and speeding during this extended work period. To combat this issue, a number of temporary traffic calming measures could be installed in the surrounding area. It is recommended that such traffic calming measures be installed on Eastvale Drive and Windsor Drive, rather than within the study intersection itself. Importantly, this study only identifies potential temporary traffic calming measures that may be appropriate within the study area, and does not define the design, location, or number of such measures.

Speed Humps or Cushions

Speed humps or cushions are raised objects within the roadway that intend to slow motorists by vertically obstructing the natural path of the vehicle. The primary difference between speed humps and cushions is that speed humps span the entire width of the roadway, while speed cushions use several raised sections across a roadway. Speed cushions should be placed to allow for design emergency vehicles, such as fire engines or ambulances, to travel through the cushions without slowing down to traverse the cushions themselves. All vehicles with wheel track widths differing from the specific design vehicle will have to slow some amount to traverse the speed cushion comfortably.

The Federal Highway Administration (FHWA) recommends speed hump spacing between 300 ft. and 500 ft. to be most effective when used in succession. Similarly, FHWA recommends spacing of 260 ft. and 500 ft. for speed cushions.

Both speed humps and speed cushions may be installed in a temporary manner using products that may be securely fastened to the roadway surface, which are widely available. Conversely, both may be constructed using concrete or other typical pavement materials if desired.

Chicane

According to the Federal Highway Administration (FHWA), chicanes are “a series of alternating curves or lane shifts that are located in a position to force a motorist to steer back and forth out of a straight travel path.” These curves are intended to reduce the traveling speed of motorists traveling through the chicane. In the case of the study area, chicanes should be constructed using small, raised islands within the roadway to reduce road width. Such islands could be constructed to conserve the drainage path of the existing curb and gutter. Additional pavement marking or signage may be needed to delineate new installations, even if temporary. A schematic diagram of a chicane may be seen in **Figure 10**.

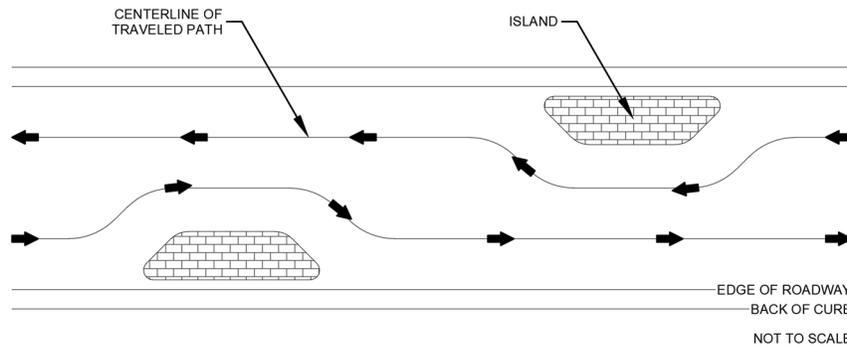


Figure 10. Typical Chicane Detail

Choker

Chokers reduce the roadway to a width at which only one vehicle can safely pass through, which has several traffic calming benefits. Firstly, motorists are forced to diverge horizontally from their current path to pass through the choker, which may have a speed reduction effect. Secondly, in instances where two opposing motorists approach the choker at the same time, one motorist will be forced to yield to the another before passing through. This slows motorists as they approach the choker in anticipation of an oncoming vehicle, or slows them dramatically in the case of yielding.

Within the study area, chokers could be constructed on the roadway as islands to conserve drainage through the existing curb and gutter on the roadway. Additional pavement marking or signage may be needed to delineate new installations, even if temporary. A schematic diagram of a choker may be seen in **Figure 11**.

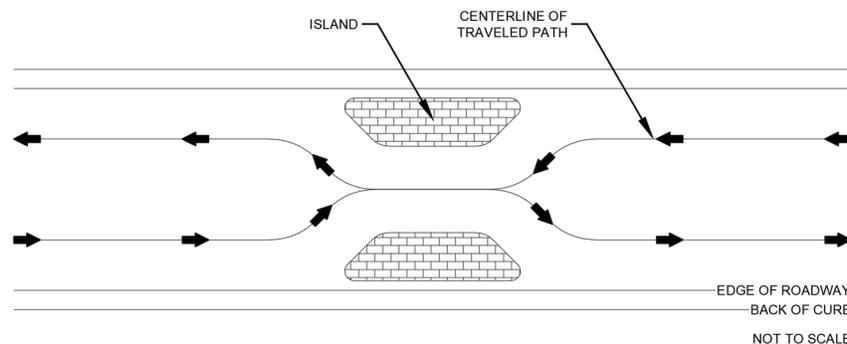


Figure 11. Typical Choker Detail

Given other traffic calming measures used throughout Fairway and Johnson County, as well as the context of the area, speed bumps or cushions are the most desirable traffic calming measure to be employed within the study area. The widely available temporary products would allow for simplistic installation and removal of the devices without alteration of the roadway alignment or drainage paths.

Roundabout

Roundabouts are often viable options at locations with unique geometry, as is the case for the Eastvale Drive, Windsor Drive, and Cherokee Drive intersection. In determining the best potential alignment for a roundabout, design vehicles were identified and used to determine the required space to complete critical movements. Based upon conversations with City Staff, it was noted that large delivery vehicles used the intersection regularly, and fire engines should also be able to utilize any potential improvements.

As shown in **Figure 12**, the roundabout uses the existing roadway area, but adds traversable splitter and center islands. For the Cherokee Drive approach, it is recommended that pavement markings be used to delineate the splitter island, rather than a traversable configuration. This allows for turning movements to and from the driveway for 6045 Cherokee Drive to be completed without traversing the island. Additionally, based upon analyzed turning envelopes, single unit trucks (SU-40) would be able to complete movements at the roundabout without traversing the splitter or central island. However, such islands should be constructed to allow for vehicles to safely traverse them in the event of a larger vehicle than anticipated arriving at the intersection.

As shown in **Figure 13**, the roundabout extends green space on the north and east sides of the intersection, but uses the existing curbline on the south side. Traversable islands are placed to allow for movements to and from residential driveways to be completed. In the shown configuration, single unit trucks (SU-40) and fire engines would be expected to pass over the traversable islands to complete turning movements at the roundabout. Similar to previous options shown, an optional bike and pedestrian pass through may be added to the constructed islands, which would also preserve existing stormwater runoff paths.

Given the relative volume of left-turning movements from Windsor Drive to Eastvale Drive and Eastvale Drive to Cherokee Drive, and low volumes on the Cherokee Drive approach, other solutions presented in this study may be more feasible at the intersection. However, installation of a roundabout may have more significant traffic calming benefits than other presented options. Furthermore, installation of a roundabout serves as a traffic calming measure and intersection configuration solution in a singular location. This is in contrast to other alternatives in this plan, which may solely address traffic calming or the intersection configuration, or require multiple installations to be effective, as is the case with speed humps. In the event that the roundabout alternative is selected, lighting should be considered to help illuminate the delineating islands and the changed roadway alignment.

G:\16581\Civil_3D\Production Drawings\Exhibits\Fairway_Roundabout_Alternative.dwg Layout: Roundabout -- Monday December 23, 2024, 12:01pm -- Copyright 2024, George Butler Associates, Inc.



FAIRWAY INTERSECTION STUDY
ROUNDABOUT ALTERNATIVE A

PROJECT NUMBER
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DATE
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FIGURE
12



1

EASTVALE DR

CHEROKEE DR

HATCHED SPLITTER ISLAND (TYP)

1

1

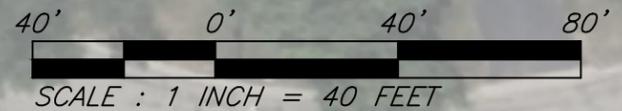
1

TRAVERSABLE CENTER ISLAND

TRAVERSABLE SPLITTER ISLAND (TYP)

EXISTING DRIVEWAY (TYP.)

WINDSOR DR



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**FAIRWAY INTERSECTION STUDY
ROUNDABOUT ALTERNATIVE B**

PROJECT NUMBER
16581

DATE
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FIGURE
13



1

EASTVALE DR

CHEROKEE DR

WINDSOR DR

BIKE / PEDESTRIAN PASS THROUGH
OR ADDITIONAL TURF SPACE

BIKE / PEDESTRIAN PASS THROUGH
OR ADDITIONAL TURF SPACE

ISLAND (TYP.)

TRAVERSABLE
CENTER ISLAND

TRAVERSABLE SPLITTER
ISLAND (TYP.)

EXISTING DRIVEWAY (TYP.)

1

1

1

40' 0' 40' 80'

SCALE : 1 INCH = 40 FEET



Roadway Realignment and Conversion to Minor Road Stop-Control

In examining long-term options to correct the unique geometry at the intersection, conversion of the intersection to a “T” intersection with minor road stop control is likely the most feasible approach. Based upon existing traffic volumes, the vast majority of traffic at the intersection uses Eastvale Drive and Windsor Drive. For this reason, it would be most beneficial to allow both roadways to remain free-flowing. Cherokee Drive would then be realigned to form a stop-controlled minor roadway at a single intersection point with Eastvale Drive and Windsor Drive.

Such a realignment could be accomplished using a variety of methods, but two are presented within this study, as shown in **Figures 14 and 15**. Critically, realignment simplifies turning movements and defines motorist right of way at the intersection. However, such a change does not directly address speeding concerns with increased Kansas City Country Club traffic. While conversion of the intersection to an all-way stop could be considered, research has shown that stop signs are generally an ineffective traffic calming solution, and may in fact increase speeds.

Figure 14 presents a realignment in which Cherokee Drive forms a perpendicular intersection with the major roadway of Eastvale Drive and Windsor Drive. This alternative presents desirable sight distance angles for stopped motorists on Cherokee Drive, and makes use of two islands to delineate the new roadway path. As shown in the figure, current stormwater conveyance through the curb and gutter and associated inlets could be maintained by creating a pedestrian pass through between the island and existing roadway curb. This pass through could also be eliminated, creating a full extension of turf areas on either side of the roadway. Doing so would alter the existing stormwater conveyance path through the intersection, and thus unique solutions to maintain existing stormwater infrastructure would likely be required.

Figure 15 presents a realignment that seeks to maximize public space by expanding the park parcel to the south. Cherokee Drive is brought to an intersection with Eastvale Drive and Windsor Drive at a skewed angle. Additionally, an optional island on the east side of the intersection is shown. In conversations with City Staff, it was determined that the park occasionally has visitors that travel by automobile and utilize on street parking, which is currently allowed within the existing intersection. For this reason, two potential parking options were shown, which use angled or parallel parking to provide between one and three spaces. Providing parking near the park is intended to move stored vehicles out of the intersection functional area, which may provide some safety benefits.

G:\16581\Civil_3D\Production Drawings\Exhibits\Traffic\16581_Fairway_Realign_Stop_Alternative.dwg Layout: Intersection Realignment -- Monday December 23, 2024, 12:01pm -- Copyright 2024, George Butler Associates, Inc.



FAIRWAY INTERSECTION STUDY
REALIGNMENT ALTERNATIVE A

PROJECT NUMBER
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FIGURE
14



1



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1

BIKE / PEDESTRIAN PASS THROUGH OR ADDITIONAL TURF SPACE

CHEROKEE DR

OPTIONAL 24" SOLID WHITE STOP BAR

EASTVALE DR

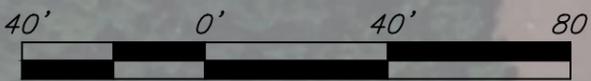
OPTIONAL DOTTED WHITE EDGE LINE (TYP.)

DOUBLE SOLID YELLOW LINE (TYP.)

OPTIONAL ISLAND

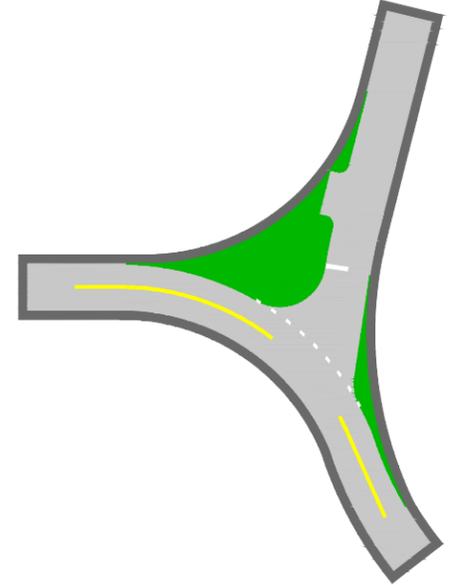
EXISTING DRIVEWAY (TYP.)

WINDSOR DR



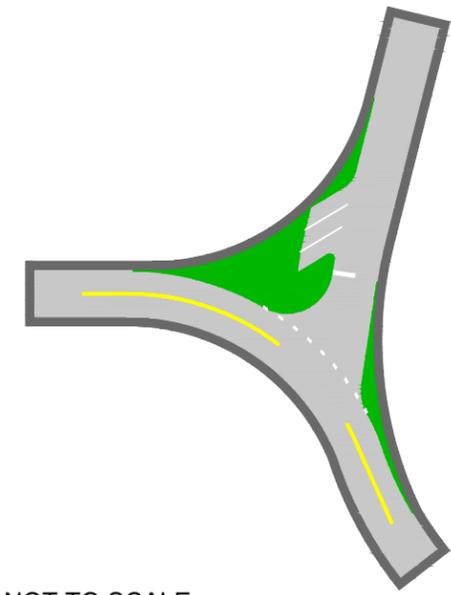
SCALE : 1 INCH = 40 FEET

ISLAND EXTENSION ALTERNATIVE B
1 PARALLEL PARKING STALL



NOT TO SCALE

ISLAND EXTENSION ALTERNATIVE C
3 ANGLED PARKING STALLS



NOT TO SCALE



FAIRWAY INTERSECTION STUDY
REALIGNMENT ALTERNATIVE B

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FIGURE
15

Recommendations and Conclusion

This study evaluated the intersection of Eastvale Drive, Windsor Drive, and Cherokee Drive in Fairway, Kansas. Existing speeds, turning movement counts, and intersection geometry were evaluated to determine potential solutions to increase safety at the intersection.

Analysis of collected speed data did not reveal speeding concerns at the study intersection. Evaluation of existing turning movement counts did not reveal any operational concerns at the intersection during the analyzed A.M. or P.M. Peak Hours, but did reveal that movements between Eastvale Drive and Windsor Drive create a primary thoroughfare at the study intersection.

This study presented four potential alternatives to address speeds and safety at the intersection:

1. Add intersection signage to define vehicle right-of-way and location of potential pedestrians entering the roadway, as shown in **Figure 9**.
2. Add temporary traffic calming measures within the study area. While speed bumps, chicanes, or chokers have been identified as appropriate installations within this study, other options not outlined may be considered to calm traffic in the study area. If deemed effective during the access closure for the Kansas City Country Club, such installations could be converted to permanent solutions.
3. Convert the existing intersection to a roundabout. Two potential roundabout options are shown in **Figures 12 and 13**.
4. Realign the existing roadways to form a “T” intersection. In these alternatives, Eastvale Drive and Windsor Drive would remain free flowing, and Cherokee Drive would become the stop-controlled minor roadway. Two options for potential realignments are shown in **Figures 14 and 15**.

Based upon the shown alternatives, it is recommended that an intersection realignment alternative as shown in **Figures 14 and 15** be selected as the long term intersection design. Additionally, it is recommended that speed humps or cushions be installed in the study area in an attempt to mitigate potential speeding behavior during increased traffic periods from Kansas City Country Club closures. Ultimately, it is recommended that the City of Fairway examine the presented alternatives and engage nearby residents to select a solution that meets the needs of the City and neighborhood.

Please contact us at kmill@gbateam.com or 913.577.8229 with questions or comments regarding this study.

Respectfully submitted,

George Butler Associates, Inc.



Kendra Miller, P.E., PTOE
Project Manager



Duane (Trey) Bebee, I.E.
Design Traffic Engineer



Mallory Gilbert, I.E.
Design Traffic Engineer

Exhibits

Exhibit A. Level of Service Definitions

Appendices

Appendix A. Existing Intersection Turning Movement Counts

Appendix B. Existing Speed Data

Appendix C. Synchro Analysis





Parks & Recreation Department

December 2024 Report

Upcoming Activities:

- Mon-Thu Open Gyms (increased participant max and added some afternoons)
- Tuesdays – Chair Yoga
- Thursdays – Mindful Strength Training, Advanced Yoga

Santa's Workshop

We had 137 children register for Santa's Workshop in December, which took place on December 18, 19 and 21 at the Pool House. Children had a private visit with Santa (aka Renee's wonderful uncle) and left with a bucket full of goodies! Renee and Jackson turned the Pool House into Santa's Workshop and did a wonderful job. Below are a few pictures of the event!



Winter Activity Brochure

The Winter Activity Brochure should be hitting mailboxes very soon. The events/activities included will be for January-April.

WINTER 2025

**FAIRWAY
PARKS AND RECREATION**



Princess Day

Mark your calendars for Saturday March 1st, from 10 AM to 11:30 AM at Fairway City Hall. Treat your little princess to a morning of magic at Fairway City Hall, featuring music, crafts, a DJ, and, of course, PRINCESSES! The cost is \$20 per child, and pre-registration is necessary.

Egg Hunt

On your marks, get set, HOP! Fairway's egg-cellent annual egg hunt is bouncing into Peterson Park on Saturday, April 5th, kicking off at 10 AM! Kids will be split into age groups for maximum fun, and the schedule will be hatched and ready by March 31st. Get those baskets ready!

Seasonal Hiring

Feeling like a teen or a young adult with a wallet that's emptier than a pool on a chilly day? Summer is calling your name, and we've got just the gig for you! No certification? No sweat! We've got all the training you'll need! We're diving into hiring for the fabulous 2025 pool season! Make sure to splash in your applications by March 1st. For all the juicy details, hit up Renee or Jackson!

www.fairwaykansas.org

December Facility Rentals

Nerf: 7

Gymnastics: 4

City Hall MPR: 3

City Hall Council Chambers: 4

Peterson Park Landscaping Project

This project was wrapped up in mid-December and has already beautified Peterson Park. If you drive by, you will notice how “open” the park looks with the removal of the portable restroom enclosure, concrete slab and bushes. Over 2,150 plants and 22 trees were planted during the project. A new sidewalk was added on the southwest side of the playground where a dirt path had been worn for years due to park goers using it to access the playground. I look forward to seeing the plants in all their glory this spring/summer, especially the hydrangeas that line the pool fence adjacent to the park. The vinca-minor and native grasses will most likely take a couple years to fully expand and fill space, but we should still see wonderful growth this summer season.

End-of-Year Attendance Stats for rentals, programs and special events

I’m preparing the 2024 off-season report, which encompasses rentals, programs and special events outside of the pool season. My goal is to have this report available at the February meeting. Spoiler alert: it was another good year.

Main Drain Project

Although engineer stamped design work has been completed for this project, the fully completed project will take place in 2025. As mentioned in previous meetings, a couple days after City Council approved Mayor Hepperly to enter into a contract, Lamp Ryneerson’s aquatic division was dissolved. We will now be working with Water’s Edge out of KCK. They have reached out to several construction companies about the project and have some good leads on potential partners. We will be working with Water’s Edge to select the firm to move forward with construction in the next couple of months. As a reminder, funding for this project will come from the 2025 contingency line item.

Park & Recreation Master Plan

The Master Plan RFP process has begun, and the RFP due date is January 31. This will allow time for the Parks & Recreation Committee to look over all RFP submissions and determine who they would like to recommend to City Council for approval at the February City Council meeting. The Master Plan process will most likely be a 9-10 month process with quite a bit of work for staff and the Park & Recreation Committee. However, the final plan will allow us to understand what Fairway residents want from their Parks & Recreation Department, both in the short term and in the long run.

Camp & Rental Area Expansion Project

As a reminder, this project will expand the northern portion of the grass berm area to accommodate a larger area for our extremely popular camp program and additional evening/weekend rentals. We are hoping to add a large shelter and a turf area. Although this project will not begin until after the 2025 pool season has ended, we will begin the process of putting together the RFP package in the coming months. Our goal is to post the RFP in the Spring, approve an estimate by the beginning of summer and begin work in mid-September.



NOTE, THESE MINUTES ARE NOT FOR PUBLIC DISSEMINATION UNTIL THEY HAVE BEEN APPROVED BY THE FAIRWAY CITY COUNCIL

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF FAIRWAY, KANSAS**

The Council of the City of Fairway, Kansas, held their regular meeting at 6:30 P.M. at 5240 Belinder Road, Fairway, Kansas, on Tuesday, December 9, 2024.

Present: Council Members Jenna Brofsky, David Watkins, Kelly Ann Buszek, Lee Story, Dan Bailey, Joseph Levin (via Zoom) and Tanya Keys.

Absent: Council Member Jerry Williams.

Presiding: Mayor Melanie Hepperly.

Staff Present: Nathan Nogelmeier, City Administrator; Todd LaSala, Acting City Attorney; J.P. Thurlo, Police Chief; Bill Stogsdill, Director of Public Works; Brice Soeken, Director of Parks and Recreation.

Visitors: Planning Commission Chair, Wendy Bailey; Eugene Young, City Historian; Jim Poplinger, 5300 Aberdeen.

CALL TO ORDER AND ANNOUNCEMENTS

- A. Mayor Hepperly called the meeting to order. She stated that New Business Item A (Agreement Regarding the Shawnee Indian Mission) is still in the review process and will be continued for consideration at the January 13, 2025, City Council meeting.

PLEDGE OF ALLEGIANCE

Mayor Hepperly led the Council in the Pledge of Allegiance.

10-YEAR RECOGNITION

Mayor Hepperly recognized Councilmembers Dan Bailey, Tanya Keys and David Watkins; Planning Commission Chair, Wendy Bailey; City Historian, Eugene Young; and Right of Way Specialist, Rick Allen, for their 10 years of service to the City.

HOLIDAY RECEPTION

Mayor Hepperly announced that the Council would go into recess until 7:00 P.M. for the Holiday Reception.

The Council recessed at 6:40 P.M.

The Council reconvened at 7:00 P.M.

MONTHLY REPORTS OF STANDING COMMITTEES

CONSOLIDATED FIRE DISTRICT NO. 2, CHIEF CHICK

No Report.

ADMINISTRATION AND FINANCE COMMITTEE, MR. NOGELMEIER

Monthly Report

City Administrator Nogelmeier stated that the Committee did not meet in November because of the Thanksgiving holiday. The Committee did meet on December 4, 2024, and that report will be presented at the January meeting.

City Administrator Nogelmeier stated that sales tax receipts for November were a little lower than last year, but still above what was budgeted for 2024. The end of year transfers will be approximately \$1.5 million from the General Fund to the Capital Improvement Fund. The budgeted transfer was \$1.1 million but additional sales tax revenue receipts increased the amount available for transfer.

Mayor Hepperly introduced Todd LaSala, from Stinson LLP, who will be Acting City Attorney this evening. Mr. LaSala stated that due to a transition in the Public Finance Division at Stinson, he will be taking over the City Attorney duties for Fairway for the next few months.

Mr. LaSala also introduced Jim Mossiman, who is a member of the Public Finance Division at Stinson LLP. Mr. Mossiman discussed his background and stated that he is happy to be assisting the City.

POLICE COMMITTEE, CHIEF THURLO

Monthly Report

Chief Thurlo referred to the Police Department report in the packet, subject to questions. He stated that they have handled several vehicle pursuits that are unfortunately becoming more common.

Chief Thurlo reported that Michael Bliss began work on December 1, 2024, and is currently going through the Field Training Officer program. They are currently interviewing four additional candidates to fill the City's last vacancy, which is the new position for the new active adult community.

Responding to Councilwoman Brofsky's question, Chief Thurlo explained that although there were no car burglaries reported in this month's report, car burglaries are still occurring. He stated that while Fairway has not seen a lot of car burglaries recently, a neighboring city has experienced a large number of them

over the last few days. He added that the bad guys don't really understand jurisdictional lines, so it is still important for residents to lock their doors.

Chief Thurlo also confirmed that the Police Department provides a service to check residents homes when they are on out of town.

PUBLIC WORKS COMMITTEE, MR. STOGSDILL

Monthly Report

Director Stogsdill referred to the report in the packet subject to questions. He discussed the response to the recent snow event and stated that the street sweeper has been actively sweeping if the temps are above freezing.

Responding to Councilman Story's question concerning the Norwood project, Director Stogsdill outlined how the project will move forward and the anticipated road closures.

PARKS AND RECREATION COMMITTEE, MR. SOEKEN

Monthly Report

Director Soeken referred to his report in the packet, subject to questions. He stated that the greenery that is on the dais was obtained from the Shawnee Indian Mission Foundation tree sale. He also stated that Paul and Susie Lyon donated funds to install garland and lights at Kathy's Park and it looks really nice.

Director Soeken reported that the pool drain project has hit a snag because the contractor the City was planning to use, Lamp Rynearson, has closed its aquatics department. The City is now moving forward with another company, and they hope to have the work completed by year end.

Finally, Director Soeken discussed the success of Fairway's social media page. He thanked Recreation Supervisors Renee Reis and Jackson Dwyer who came up with the idea and for all the departments who have contributed to the page.

MONTHLY REPORTS OF SPECIAL COMMITTEES

Tree Board

No Report.

APPROVAL OF CONSENT AGENDA

Mayor Hepperly outlined the nine items on the Consent Agenda. The Consent Agenda items include the following: (A) Minutes of Previous Regular City Council Meeting; (B) Minutes of November 13, 2024 Special City Council Meeting; (C) Claims and Appropriations – Ordinance #1817 – November 2024;

(D) 2025 Holiday Schedule; (E) Cereal Malt Beverage License for Hen House; (F) Letter of Understanding with Johnson County Aging and Human Services for the 2025 Johnson County Utility Assistance Program; (G) 2025 Agreement for Information Technology Services with Johnson County Board of County Commissioners; (H) Amendment to the Fairway City Employee Manual; (I) 2025 CARS Interlocal Agreement with the cities of Roeland Park, Kansas and Westwood, Kansas.

Mayor Hepperly asked for discussion. Hearing none, she asked for public comment on the Consent Agenda.

Jim Poplinger, 5300 Aberdeen, discussed language in the Employee Manual that he thinks is unnecessarily restrictive and redundant with the use of the term “unlawful”. He also discussed additional sections of the Manual that use the term “unlawful”.

Councilwoman Brofsky stated that as an employment lawyer who writes employee policies regularly, it is fine to remove the language that Mr. Poplinger is concerned about. She does not think that the City will lose any protections by removing that term.

Councilman Watkins thanked Mr. Poplinger for his comments. He believes the intent of the amendment to the Employee Manual was to make it consistent with the City’s Non-Discrimination Resolution and Ordinance. He would agree that the term “unlawful” can be removed because the City is not going to hire based on discriminatory practices.

Councilman Watkins asked if the Council would need to remove Item H from the Consent Agenda for amendment and a separate motion.

City Administrator Nogelmeier stated that if there is a consensus of the Council that the deletion of the term “unlawful” from the Amendment to Employee Manual (Item H) is a non-substantive deletion, then Item H does not need to be removed from the Consent Agenda.

Acting City Attorney LaSala agreed.

Mayor Hepperly asked if there were other comments from the public related to the Consent Agenda. Hearing none, she asked for a motion.

Councilman Bailey moved that the Council approve Consent Agenda Items A through I on the Consent Agenda, including the modifications to Item H as discussed. Councilwoman Buszek seconded the motion, and the motion carried unanimously.

NEW BUSINESS

B. Consider Authorizing the Mayor to Execute an Agreement Regarding the Shawnee Indian Mission

This item was continued to the January 13, 2025, City Council meeting.

C. Consider Resolution 2024-E – A Resolution of the Governing Body of the City of Fairway, Kansas Updating the Master Fee Schedule for the City

City Administrator Nogelmeier explained that every December the City updates the Master Fee Schedule. City Clerk Aldridge has updated the Fee Schedule.

Mayor Hepperly asked for discussion on this item.

Responding to Councilman Story's question, City Administrator Nogelmeier stated that discussions are ongoing related to the addition of a greenspace impact fee and if the City decides to move forward with the impact fee in 2025, the Fee Schedule can be amended.

Mayor Hepperly asked for public comment on this item. Hearing none, she asked for a motion.

Councilman Watkins moved that the Council approve Resolution 2024-E – A Resolution of the Governing Body of the City of Fairway, Kansas updating the Master Fee Schedule for the City. Councilwoman Brofsky seconded the motion, and the motion carried unanimously.

D. Consider Ordinance #1818 – An Ordinance Amending the Parking Restrictions in the Local Traffic Regulations of the Fairway City Code; Amending and Repealing Existing Section 10-60 of the Fairway City Code

Director Stogsdill explained that the parking signs along 62nd Street near Highlands Elementary School were replaced and they wanted to make sure that the information on the signs was consistent with the Code. There are exceptions on the current signage for holidays and weekends, and those exceptions are not in the Code. The proposed Ordinance will amend the Code to coincide with the signage that has been there for years.

Mayor Hepperly asked for discussion.

Councilman Bailey stated that Mission Road between Shawnee Mission Parkway and the Shawnee Indian Mission is getting substantially more congested with parking, and he would like to have a discussion about that in the future.

Director Stogsdill explained that the parking signage along Mission Road has been changed to no parking from 7:00 A.M. to 7:00 P.M. Thus, it is now consistent with what is on 62nd Street and is in compliance with the Code.

Mayor Hepperly asked for public comment on this item. Hearing none, she asked for a motion.

Councilman Story moved that the Council approve Ordinance #1818 – An Ordinance Amending the Parking Restrictions in the Local Traffic Regulations of the Fairway City Code; Amending and Repealing Existing Section 10-60 of the Fairway City Code. Councilwoman Brofsky seconded the motion, and the motion carried unanimously.

E. Consider Ordinance #1819 – An Ordinance Granting Sprint Communications Company L.P. a Contract Franchise to Construct, Operate and Maintain a Telecommunications System in the City of Fairway, Kansas.

City Administrator Nogelmeier explained that the existing franchise has expired, and this Ordinance is for a new franchise agreement. This new franchise is very similar to the agreement that has expired.

Mayor Hepperly asked for discussion. Hearing none, she asked for public comments on this item. Hearing none, she asked for a motion.

Councilman Watkins moved that the Council approve Ordinance #1819 – An Ordinance Granting Sprint Communications Company L.P. a Contract Franchise to Construct, Operate and Maintain a Telecommunications System in the City of Fairway, Kansas. Councilwoman Keys seconded the motion, and the motion carried unanimously.

COMMENTS BY GOVERNING BODY

Mayor Hepperly asked for comments by the Governing Body.

Councilman Watkins stated that the greenery at Kathy’s Park looks really nice. He did come across Paul Lyons the other morning when he was walking, and Mr. Lyons is also pleased with the decorations at Kathy’s Park.

Councilman Bailey also thanked the students who attended tonight’s meeting.

PUBLIC COMMENT

Mayor Hepperly asked if there were members of the public who would like to comment. Hearing none, she closed this public comment portion of the meeting.

ADJOURNMENT

There being no further business to come before the Council, Mayor Hepperly asked for a motion to adjourn.

Councilman Watkins moved that the Council adjourn. Councilwoman Brofsky seconded the motion, and the motion carried unanimously.

The meeting adjourned at 7:31 P.M.

Mayor Melanie Hepperly

Attest:

Barb Fox, Recording Secretary

City of Fairway
ORDINANCE #1820
December 1, 2024 - December 31, 2024

Vendor ID	Vendor	Account	Account Description	Date	Reference	Amount	Memo
CIVICP	CivicPlus LLC	5220.411	License Fees	12/04/24	318892	650.00	Municode annual hosting of Online Code Book
EVERGY	Evergy	5230.411	Utilities	12/04/24	3004 11/19/24	121.62	10/17/24 to 11/18/24 City Hall
EVERGY	Evergy	5230.411	Utilities	12/04/24	3520 11/19/24	291.87	10/17/24 to 11/18/24 City Hall
EVERGY	Evergy	5230.411	Utilities	12/04/24	4025 11/19/24	28.02	10/17/24 to 11/18/24 City Hall
EVERGY	Evergy	5230.411	Utilities	12/04/24	8956 11/19/24	48.24	10/17/24 to 11/18/24 City Hall
EVERGY	Evergy	5230.411	Utilities	12/31/24	3520 12/19/24	264.02	11/18/24 to 12/18/24 City Hall
EVERGY	Evergy	5230.411	Utilities	12/31/24	8956 12/19/24	295.59	11/18/24 to 12/18/24 City Hall
JCW 64121	Johnson County Wastewater	5230.411	Utilities	12/11/24	3920 11/27/24	31.10	10/2/24 to 11/1/24 City Hall
KGS	Kansas Gas Service	5230.411	Utilities	12/18/24	7073 12/12/24	175.52	11/6/24 to 12/9/24 City Hall
UNIPRI	Fiber Platform, LLC	5230.411	Utilities	12/04/24	SI24042719	900.00	Fiber monthly
VERIZO	Verizon Wireless	5230.411	Utilities	12/04/24	9979498397	131.53	October - November cell phones/surface pro/field tablet
VERIZO	Verizon Wireless	5230.411	Utilities	12/31/24	6101918604	131.53	November - December cell phones/surface pro/field tablet
WATERO64121	Water District No. 1 of Johnson County	5230.411	Utilities	12/11/24	4793 12/4/24	35.16	11/12/24 to 12/2/24 City Hall
KCLGRO	KCL Group Benefits	5250.411	Insurance	12/03/24	3216 11/12/24	105.60	December Life Insurance Premiums
MIDPUB64055	Midwest Public Risk	5260.411	Health Insurance	12/04/24		7,692.50	December Health Insurance
DOODYC	DoodyCalls of Kansas City MO	5320.411	Consultant/Engineering	12/24/24	KAN0236059	440.00	Service Dog Stations
JANPRO	KCJP LLC	5330.411	Building Maintenance	12/04/24	89312	695.00	Janitorial Monthly Cleaning
JAYWIN	Jayhawk Window Cleaning Co., Inc.	5330.411	Building Maintenance	12/24/24	12/18/24 City Ha	60.00	Window Cleaning City Hall
PETESP66202	Pete's Pest Control, LLC	5330.411	Building Maintenance	12/24/24	164088	60.00	Pest Control City Hall
PETESP66202	Pete's Pest Control, LLC	5330.411	Building Maintenance	12/24/24	180945	40.00	Pest Control City Hall
LEGALR	The Legal Record	5340.411	Publications	12/04/24	L21228	23.14	Publish Ord. 1815
LEGALR	The Legal Record	5340.411	Publications	12/04/24	L21229	23.14	Publish Ord. 1814
LEGALR	The Legal Record	5340.411	Publications	12/30/24	L21595	21.46	Publish Ord. 1818
LEGALR	The Legal Record	5340.411	Publications	12/30/24	L21596	21.46	Publish Ord. 1819
PRITEK	PrintTekk	5360.411	Printing/Newsletter	12/24/24	14750	1,834.38	Printing Focus on Fairway Newsletter
ACEIMA	Ace ImageWear	5370.411	Equipment Maintenance & Licenses	12/24/24	1453535	78.88	Floor mats
KONICA75312	Konica Minolta Bus Solutions USA Inc	5370.411	Equipment Maintenance & Licenses	12/18/24	297273903	240.00	Nov copier useage
ALLSTA 1717	All Star Awards & Ad Specialties	5380.411	Training/Membership	12/11/24	202410	109.99	10 yr awards
SOEBRI REIM	Brice Soeken	5380.411	Training/Membership	12/18/24	8/21-26/24 EXP	1,000.00	Tuition Reimbursement
JOCOAG	Johnson County Aging & Human Services	5400.411	Special Assistance	12/18/24	202403FAIR	1,000.00	2024 Pledge to Utility Assistance Program
EVERGY	Evergy	5410.411	Civil Defense Siren	12/31/24	4025 12/19/24	27.41	11/18/24 to 12/18/24 Siren
KSDOR 3506	Kansas Department of Revenue	5700.411	Office Supplies	12/24/24	12/18/24 Ck Req	25.00	CMB report fee
BALLS	Balls Food	5720.411	Miscellaneous	12/11/24	84531	3.99	Council winter reception
USPOST	U.S. Postal Service	5730.411	Postage	12/04/24	11/20/24 Permit	350.00	Bulk permit fee
USPOST	U.S. Postal Service	5730.411	Postage	12/04/24	12/3/24 Newslett	1,000.00	Bulk mail postage
GBAARC	George Butler Associates, Inc.	5951.411	Contingency	12/04/24	84676	1,125.50	Kathy Park Traffic Study PW
WATEDG	Waters Edge Aquatic Design	5951.411	Contingency	12/30/24	11063	2,500.00	Main drain repair plans & facilitation of project
Total Administration						21,581.65	
COMMUN	ICC CDS, LLC	5220.412	License Fees	12/11/24	CMS0026489	2,782.75	License fee
EVERGY	Evergy	5230.412	Utilities	12/30/24	3126 12/19/24	404.25	11/18/24 to 12/18/24 PD 5252 Belinder
EVERGY	Evergy	5230.412	Utilities	12/31/24	3004 12/19/24	107.27	11/18/24 to 12/18/24 PD 5252 Belinder
JCW 64121	Johnson County Wastewater	5230.412	Utilities	12/24/24	8131 11/27/24	87.26	10/2/204 to 11/1/2024 PD 5252 Belinder
KGS	Kansas Gas Service	5230.412	Utilities	12/24/24	5127 12/12/24	177.77	11/6/24 to 12/9/24 PD 5252 Belinder
VERIZO	Verizon Wireless	5230.412	Utilities	12/04/24	9979498397	934.13	October - November Surface Pro and Field Tablet
VERIZO	Verizon Wireless	5230.412	Utilities	12/31/24	6101918604	934.01	November - December Surface Pro and Field Tablet
MIDPUB64055	Midwest Public Risk	5260.412	Health Insurance	12/04/24		8,845.10	December Health Insurance
OPTUMB	Optum Bank	5260.412	Health Insurance	12/18/24	6131 12/12/24	125.00	ER HSA Contributions
OPTUMB	Optum Bank	5260.412	Health Insurance	12/24/24	6131 12/26/24	125.00	ER HSA Contributions
JANPRO	KCJP LLC	5330.412	Building Maintenance	12/11/24	89410	465.00	12/1/24 to 12/31/24 regular janitorial service
JAYWIN	Jayhawk Window Cleaning Co., Inc.	5330.412	Building Maintenance	12/24/24	12/18/24 PD	35.00	Police Department
LEXING	Lexington Plumbing and Heating Company	5330.412	Building Maintenance	12/04/24	164901	428.00	Shower repair
KONICA60055	Konica Minolta Bus Solutions USA Inc	5360.412	Printing	12/24/24	297204402	37.14	Nov. copier usage
COHJAM REIM	Jamie Lee Cohen	5380.412	Training	12/24/24	6/24-9/3/24 Clas	1,452.00	Tuition Reimbursement
MILCRE	Mill Creek Rifle Club, Inc.	5380.412	Training	12/24/24	196	175.00	Range Training
KIESLE	Kiesler Police Supply	5395.412	Ammunition	12/11/24	IN240295	933.50	Ammo
KIESLE	Kiesler Police Supply	5395.412	Ammunition	12/24/24	IN224260	1,400.36	Ammo
JOCOGO DT	Johnson County Government	5500.412	Contract Services	12/30/24	214734	2,787.53	JIMS Hosting and Maintenece Fee

JOCOME	Johnson County Mental Health	5500.412	Contract Services	12/24/24	3Q24	3,537.57	Co Responder
REJISC	REJIS Commission	5500.412	Contract Services	12/24/24	544842	504.75	IMDSPlus
ACULAS	Aculas LLC	5720.412	Miscellaneous	12/11/24	11248	205.00	Pre-employment testing
KACCOMM	KA-COMM, INC	5780.412	Car Expense	12/24/24	195051	197.77	Car Repair
SHAFOR	Shawnee Mission Ford, Inc.	5780.412	Car Expense	12/30/24	7106501	384.38	Car Repair
WEXBAN 4337	Wex Bank	5780.412	Car Expense	12/04/24	100952643	1,800.33	PD Fuel
WEXBAN 4337	Wex Bank	5780.412	Car Expense	12/30/24	101584486	1,581.53	PD Fuel
KIESLE	Kiesler Police Supply	5900.412	Capital Outlay	12/24/24	IN224260	3,906.34	Ammo
Total Police Department						34,353.74	
ACULAS	Aculas LLC	5230.413	Utilities	12/11/24	11248	150.00	Pre-employment testing
BILLIR	Bill Ireland Security Inc.	5230.413	Utilities	12/04/24	194698	62.85	Alarm monitor PW
CHARTE 2085	Charter Communications	5230.413	Utilities	12/04/24	1.52194E+14	434.97	Monthly phone & internet PW
EVERGY	Evergy	5230.413	Utilities	12/04/24	2886 11/19/24	18.30	10/17/24 to 11/18/24 4324 PW
EVERGY	Evergy	5230.413	Utilities	12/04/24	4636 11/19/24	19.74	10/17/24 to 11/17/24 5800 PW
EVERGY	Evergy	5230.413	Utilities	12/04/24	6996 11/19/24	181.22	10/17/24 to 11/18/24 4717 PW
EVERGY	Evergy	5230.413	Utilities	12/31/24	2886 12/19/24	18.30	11/18/24 to 12/18/24 4324 PW
EVERGY	Evergy	5230.413	Utilities	12/31/24	4636 12/19/24	19.74	11/18/24 to 12/18/24 5800 PW
EVERGY	Evergy	5230.413	Utilities	12/31/24	6996 12/19/24	246.03	11/18/24 to 12/18/24 PW 4717
JANPRO	KCJP LLC	5230.413	Utilities	12/04/24	89411	190.00	Monthly janitor PW
KGS	Kansas Gas Service	5230.413	Utilities	12/18/24	2273 12/12/24	287.21	11/6/24 to 12/9/24 4717 PW
KSONEC	Kansas One-Call System, Inc.	5230.413	Utilities	12/04/24	4110253	159.60	PW monthly dig safe locates
PETESP66202	Pete's Pest Control, LLC	5230.413	Utilities	12/04/24	179316	40.00	Monthly pest control PW
PETESP66202	Pete's Pest Control, LLC	5230.413	Utilities	12/24/24	180939	40.00	Monthly pest control PW
PRAXAI60055	Linde Gas & Equipment Inc.	5230.413	Utilities	12/11/24	46721623	63.61	Monthly cylinder rental PW
VERIZO	Verizon Wireless	5230.413	Utilities	12/04/24	9979498397	80.02	October - November Surface Pro and Field Tablet
VERIZO	Verizon Wireless	5230.413	Utilities	12/31/24	6101918604	80.02	November - December Surface Pro and Field Tablet
WATERO64121	Water District No. 1 of Johnson County	5230.413	Utilities	12/04/24	7127 11/18/24	60.47	Monthly various PW
WATERO64121	Water District No. 1 of Johnson County	5230.413	Utilities	12/11/24	3217 12/4/24	25.87	Monthly 4717 PW
WATERO64121	Water District No. 1 of Johnson County	5230.413	Utilities	12/31/24	7127 12/17/24	64.45	Monthly various PW
MIDPUB64055	Midwest Public Risk	5260.413	Health Insurance	12/04/24		8,165.10	December Health Insurance
OPTUMB	Optum Bank	5260.413	Health Insurance	12/18/24	6131 12/12/24	83.34	ER HSA Contributions
OPTUMB	Optum Bank	5260.413	Health Insurance	12/24/24	6131 12/26/24	83.34	ER HSA Contributions
BURNISM	Burns & McDonnell Engineering Co., Inc.	5320.413	Engineering	12/24/24	14516814	11,516.06	Slope work PW
LAMPYU	Lamp Rynearson, Inc.	5320.413	Engineering	12/11/24	3.24053E+14	622.80	NPDES Services PW
WESTHU	Westhues Electric, Inc	5330.413	Building Maintenance	12/30/24	240591	4,723.00	New power line to flag pole
CASEYS66202	Casey's Auto Repair	5370.413	Equipment Maintenance & Licenses	12/11/24	57898	605.00	Mirror on pickup PW
KCBOBC	K.C. Bobcat	5370.413	Equipment Maintenance & Licenses	12/30/24	19204242	1,968.80	Bobcat maintenance PW
KEYEQU	Key Equipment & Supply Co.	5370.413	Equipment Maintenance & Licenses	12/04/24	KC215332	2,041.58	Sweeper repair PW
KEYEQU	Key Equipment & Supply Co.	5370.413	Equipment Maintenance & Licenses	12/30/24	KC215592	1,732.95	Sweeper suction hose replacement PW
GOLCON	Golconda Group LLC	5550.413	Street Repair	12/24/24	3783	6,540.50	Side walk repairs PW
TRANQU	Jordan Tripp	5550.413	Street Repair	12/24/24	1184	3,993.00	Storm Box Repair
KCARBO	K. C. Arborist	5570.413	Tree Expense	12/04/24	33879	3,561.60	Misc. tree work PW
KCARBO	K. C. Arborist	5570.413	Tree Expense	12/18/24	33951	3,385.55	Tree work PW
KCARBO66061	KC Arborist	5570.413	Tree Expense	12/11/24	33911	2,250.55	Tree removal PW
BLACKM6900	Black & McDonald	5580.413	Street Lights	12/04/24	761720179	1,102.15	Monthly streetlight maintenance PW
BLACKM6900	Black & McDonald	5580.413	Street Lights	12/11/24	761721720	600.00	Outlet install PW
BLACKM6900	Black & McDonald	5580.413	Street Lights	12/30/24	1729533	2,900.00	Pole replacement PW 5831 Sunrise
BLACKM6900	Black & McDonald	5580.413	Street Lights	12/30/24	761729532	2,900.00	Pole Replacement 5902 Sunrise PW
BLACKM6900	Black & McDonald	5580.413	Street Lights	12/30/24	761729534	2,900.00	Pole replacement 5935 Sunrise PW
BLACKM6900	Black & McDonald	5580.413	Street Lights	12/30/24	761729535	2,900.00	Pole Replacement 6000 Sunrise PW
EVERGY	Evergy	5580.413	Street Lights	12/11/24	4930 12/2/24	7,415.08	Monthly signals PW
EVERGY	Evergy	5580.413	Street Lights	12/11/24	8364 11/27/24	637.80	Monthly streetlights PW
BALLS	Balls Food	5720.413	Miscellaneous	12/11/24	84528	19.95	Water PW
GFL	GFL Environmental	5760.413	Dump Fees	12/11/24	AS0001316946	1,837.71	Dumpsters PW
AMEEQU	American Equipment Co.	5770.413	Materials/Supplies	12/24/24	52389	1,241.84	Blades PW
APPMAI60673	Applied Industrial Technologies	5770.413	Materials/Supplies	12/24/24	7031116993	84.96	Driver bits PW
GOODYE66205	Goodyear Auto Service Centers 4330	5770.413	Materials/Supplies	12/11/24	44795	766.00	Pick up tires PW
KCARBO	K. C. Arborist	5770.413	Materials/Supplies	12/30/24	33957	787.95	Banners PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies	12/04/24	85785	7.58	Flags PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies	12/11/24	80283	1,038.24	Asphalt patch PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies	12/18/24	71721	35.09	Totes & zip ties for banners PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies	12/18/24	94346	14.80	PVC Parts PW

LOWES 66205	Lowe's	5770.413	Materials/Supplies	12/18/24	97901	9.29	PVC Glue PW
UNIROT	United Rotary Brush Corporation	5770.413	Materials/Supplies	12/11/24	CI321010	656.80	Brooms PW
WEXBAN 4337	Wex Bank	5780.413	Vehicle Expense	12/18/24	101573056	1,148.67	Fuel PW
Total Public Works						82,519.48	
MIDPUB64055	Midwest Public Risk	5260.414	Health Insurance	12/04/24		863.60	December Health Insurance
BATHED	Bath & Edmonds, P.A.	5350.414	Legal Fees	12/11/24	12/10/24 Public	1,160.00	May - December Public Defender
BREWER	The Brewer Law Group, LLC	5350.414	Legal Fees	12/24/24	110	1,200.00	Prosecutor
BUSYOL 1099	Yolanda Bustamante	5350.414	Legal Fees	12/04/24	FMC015	300.00	Court Translator
BUSYOL 1099	Yolanda Bustamante	5350.414	Legal Fees	12/11/24	FMC016	150.00	Court Translator
STRATE	Strategos International, LLC	5350.414	Legal Fees	12/24/24	117759	740.00	Court Security
STRATE	Strategos International, LLC	5350.414	Legal Fees	12/24/24	117788	296.00	Court Security
Total Court						4,709.60	
EVERGY	Evergy	5230.415	Utilities	12/04/24	2230 11/19/24	326.20	10/17/24 to 11/18/24 Pool House
EVERGY	Evergy	5230.415	Utilities	12/04/24	4148 11/19/24	56.93	10/17/24 to 11/17/24 KLF Park
EVERGY	Evergy	5230.415	Utilities	12/04/24	5686 11/19/24	444.22	10/17/24 to 11/18/24 Pump Room
EVERGY	Evergy	5230.415	Utilities	12/31/24	2230 12/19/24	329.83	11/18/24 to 12/18/24 Pool House
EVERGY	Evergy	5230.415	Utilities	12/31/24	4148 12/19/24	30.64	11/18/24 to 12/18/24 KLF Park
EVERGY	Evergy	5230.415	Utilities	12/31/24	5686 12/19/24	433.34	11/18/24 to 12/18/24 Pump Room
KGS	Kansas Gas Service	5230.415	Utilities	12/18/24	1445 12/9/24	303.27	10/30/24 to 12/4/24 Pool
VERIZO	Verizon Wireless	5230.415	Utilities	12/04/24	9979498397	161.60	October - November phone and cell phone
VERIZO	Verizon Wireless	5230.415	Utilities	12/31/24	6101918604	161.54	November - December phone and cell phone
WATERO64121	Water District No. 1 of Johnson County	5230.415	Utilities	12/18/24	1046 12/4/24	69.42	11/2/24 to 12/2/24 Pool
WATERO64121	Water District No. 1 of Johnson County	5230.415	Utilities	12/18/24	5068 12/4/24	16.06	KLF Park 11/2/24 to 12/2/24
MIDPUB64055	Midwest Public Risk	5260.415	Health Insurance	12/04/24		3,173.90	December Health Insurance
OPTUMB	Optum Bank	5260.415	Health Insurance	12/18/24	6131 12/12/24	83.34	ER HSA Contributions
OPTUMB	Optum Bank	5260.415	Health Insurance	12/24/24	6131 12/26/24	83.34	ER HSA Contributions
NATCEN	National Center for Safety Initiatives, llc	5380.415	Training	12/11/24	52109	18.50	Background check for special event volunteer
JANPRO	KCJP LLC	5605.415	Maintenance	12/04/24	89310	190.00	Pool House janitorial service 12/1-31/24
JANPRO	KCJP LLC	5605.415	Maintenance	12/11/24	89310	125.00	12/1/24 to 12/31/24 regular janitorial service pool house
JANPRO	KCJP LLC	5605.415	Maintenance	12/11/24	89863	(81.25)	Credit from janitorial service
JEREMYELEC	Jeremy Electrical	5605.415	Maintenance	12/04/24	26299	220.00	Pool house outlet fixes
RENOVA	Renovations & More LLC	5605.415	Maintenance	12/11/24	1098	1,007.38	Removing pool cover and building new platform for pool cover
SANTAF	Santa Fe Heating & Air	5605.415	Maintenance	12/18/24	241503	127.15	Pool HVAC fix
JCW 64121	Johnson County Wastewater	5630.415	Taxes	12/18/24	2652 11/27/24	414.89	10/2/24 to 11/1/24 Pool
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	12/11/24	120582	330.00	Peterson Park Fertilization - Round 5
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	12/11/24	120602	82.00	KLF Park Fertilization - Round 5
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	12/24/24	120723	280.00	KLF Park Fall Leaf Removal - Round 3
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	12/31/24	120816	760.00	KLF Park Fall Leaf Removal - Round 2
PIZZA51	Pizza 51	5840.415	Facility Rental Supplies	12/18/24	10/20-11/23/24 E	1,053.30	Pizza for party rentals
PRITEK	PrintTekk	5850.415	Publicity/Memberships	12/24/24	14750	1,100.62	Printing Park n Rec Guide for Newsletter
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming	12/31/24	1/3/25 MST	200.00	4 Mindful Strength Training Classes
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming	12/31/24	1/3/25 Yoga	250.00	5 Tuesday Chair Yoga Classes
LOWES 66205	Lowe's	5931.415	Special Events	12/30/24	74363	83.54	Wrap for christmas trees
Total Parks and Recreation						11,834.76	
CITMIS	City of Mission	5681.520	CIP Street Projects	12/11/24	202415	125,000.00	2024 CARS Construction
Total Special Highway Fund						125,000.00	
TREKKD	Trekk Design Group, LLC	5017.540	Stormwater Projects	12/24/24	24001931	2,911.50	Suwanee storm PW
TREKKD	Trekk Design Group, LLC	5017.540	Stormwater Projects	12/24/24	24001934	8,246.50	2025 storm design PW
Total Stormwater Utility Fund						11,158.00	
CONFLU	Confluence, Inc.	5901.665	Parks & Rec Capital Projects	12/18/24	30735	492.85	Peterson Park Landscaping Project
SMITHB	Smith Brothers Lawn & Landscape	5901.665	Parks & Rec Capital Projects	12/24/24	120647	122,550.67	Peterson Park landscaping project
Total Sales Tax Reserve Fund						123,043.52	
EVERGY	Evergy	5230.760	Utilities	12/04/24	7158 11/19/24	59.41	10/17/24 to 11/18/24 SIM North Bldg
EVERGY	Evergy	5230.760	Utilities	12/04/24	7608 11/19/24	18.99	10/17/24 to 11/18/24 SIM Electric Pole
EVERGY	Evergy	5230.760	Utilities	12/04/24	8412 11/19/24	126.89	10/17/24 to 11/18/24 SIM West Bldg
EVERGY	Evergy	5230.760	Utilities	12/30/24	9880 12/19/24	223.76	11/18/24 to 12/18/24 SIM East Bldg
EVERGY	Evergy	5230.760	Utilities	12/31/24	7158 12/19/24	60.33	11/18/24 to 12/18/24 SIM North Bldg
EVERGY	Evergy	5230.760	Utilities	12/31/24	7608 12/19/24	18.98	11/18/24 to 12/18/24 SIM Electric Pole
EVERGY	Evergy	5230.760	Utilities	12/31/24	8412 12/19/24	137.84	11/18/24 to 12/18/24 SIM West Bldg
JCW 64121	Johnson County Wastewater	5230.760	Utilities	12/18/24	468 11/27/24	67.04	10/2/24 to 11/1/24 SIM 3403 W 53rd At STE A
JCW 64121	Johnson County Wastewater	5230.760	Utilities	12/18/24	470 11/27/24	28.40	10/2/24 to 11/1/24 SIM West Bldg
KGS	Kansas Gas Service	5230.760	Utilities	12/18/24	1864 12/12/24	207.00	11/6/24 to 12/9/24 SIM West Bldg

KGS	Kansas Gas Service	5230.760	Utilities 12/18/24	1982 12/12/24	373.19	11/6/24 to 12/9/24 SIM North Bldg
KGS	Kansas Gas Service	5230.760	Utilities 12/30/24	2000 12/16/24	446.84	10/7/24 to 12/10/24 SIM East Bldg
VERIZO	Verizon Wireless	5230.760	Utilities 12/04/24	9979498397	163.04	October - November phone and cell phone
VERIZO	Verizon Wireless	5230.760	Utilities 12/31/24	6101918604	163.04	November - December phone and cell phone
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities 12/18/24	1421 12/4/24	16.85	11/2/24 to 12/2/24 SIM North Bldg
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities 12/18/24	2027 12/4/24	35.39	11/2/24 to 12/2/24 SIM East Bldg
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities 12/18/24	2031 12/4/24	16.06	11/2/24 to 12/2/24 SIM West Bldg
ENVISI	Envision Lawn & Tree	5605.760	Maintenance 12/11/24	26731	475.00	SIM mowing in November
GFL	GFL Environmental	5605.760	Maintenance 12/04/24	AS0001309682	23.00	SIM dumpster for yard waste
JANPRO	KCJP LLC	5605.760	Maintenance 12/04/24	89313	295.00	SIM cleaning 12/1-31/24
MARGAY 1099	Gayle Martin Alexander	5920.760	Programs 12/18/24	12/17/24 Yoga	175.00	5 week advanced yoga in November
Total Shawnee Indian Mission Fund					3,131.05	
ROSEHI	Rosehill Gardens Inc.	5306.780	Tree Expenses 12/24/24	INV24793	17,600.00	2024 tree planting PW
Total Fairway Tree Fund					17,600.00	
BOLLCO	Bollcom	5875.900	Capital Projects 12/18/24	9702	7,738.00	City Hall Phones
BOLLCO	Bollcom	5875.900	Capital Projects 12/18/24	9703	445.00	City Hall Battery Backup for Phones
BOLLCO	Bollcom	5875.900	Capital Projects 12/18/24	9704	3,700.00	City Hall Voicemail
BOLLCO	Bollcom	5875.900	Capital Projects 12/18/24	9705	7,278.00	PD Phones
BOLLCO	Bollcom	5875.900	Capital Projects 12/18/24	9706	445.00	PD Battery Backup for Phones
BOLLCO	Bollcom	5875.900	Capital Projects 12/18/24	9707	3,700.00	PD Voicemail
CITMIS	City of Mission	5875.900	Capital Projects 12/11/24	202415	73,192.00	2024 CARS Construction
CITMIS	City of Mission	5892.900	Architect/Engineering Fees 12/11/24	202415	19,469.00	2024 CARS Design
Total Capital Improvement Fund					115,967.00	
JEREMYELEC	Jeremy Electrical	4760.904	Miscellaneous Income 12/04/24	26244	1,800.00	Outlet installation for KLF Park lights
CREDIS	Creative Displays of Kansas City, Inc.	5894.904	Contracted Services 12/18/24	2445	2,722.44	Garland lighting for Kathryn Lyon Park
Total Unrestricted ARPA Funds					4,522.44	
Grand Total					555,421.24	

Council Approval:



Department of Public Works

December 12, 2024

**Mayor Melanie Hepperly
City Council
City Attorney Rich Cook
City of Fairway**

**Re: 2024 SMAC Program – Preliminary Project Study (PPS)
Interlocal Agreement (ILA)**

This Interlocal Agreement will be for reimbursement of the State Park Road PPS that was approved by the governing body at the November meeting.

The Johnson County Board of County Commissioners has approved funding for this project, and it is in the previously approved Interlocal form.

Steff recommends approval of the Interlocal Agreement.

A handwritten signature in blue ink, appearing to read "Bill Stogsdill", with a horizontal line extending to the right.

Bill Stogsdill, CPM, PWM, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

**Agreement between
Johnson County and the City of Fairway
For a Preliminary Project Study of a Stormwater Management Project
known as State Park Road
RC-03-023**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Fairway (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a countywide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the preliminary project study ("Preliminary Study") for the stormwater management project identified as State Park Road (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Preliminary Study shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Preliminary Project Study.** The City shall provide the Stormwater Management Program Manager, or his/her designee (“Manager”) with a Preliminary Study that satisfies the requirements set forth in the Policy and Procedures. The Preliminary Study shall be performed by qualified engineering or science professionals or by qualified City personnel, or both, subject to the provisions of this agreement and the Policy and Procedures. In general, the Preliminary Study shall define the proposed scope of the Project, analyze the impact of the Project on upstream and downstream property, suggest alternative solutions or approaches to stormwater control, and must establish a preliminary estimate for design and construction costs. The costs and expenses incurred by the City in connection with the Preliminary Study shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement.
3. **Estimated Cost of Preliminary Study.** The parties acknowledge and agree that the City has established an estimated total cost for the Preliminary Study of Seventy Two Thousand Nine Hundred Twenty Five Dollars (\$72,925) based upon City staff’s estimates and assumptions.
4. **Notice to Affected Municipalities.** The City shall convene a Watershed Organization meeting as defined in the Policy and Procedures and shall inform members of the nature and scope of the Project. The City shall notify the County of any objection to the Project that is received by the City from a member of the watershed organization. The City agrees that it shall provide the completed Preliminary Study to the Watershed Organization for review and approval prior to submitting the Preliminary Study to the County.
5. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Preliminary Study in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Preliminary Study. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from engineering service providers for loss or damage to life or property arising out of the engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

6. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Preliminary Study as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the Manager detailing total Preliminary Study costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The Manager may require the City to supplement the Payment Request as needed to satisfy the Manager, at his/her discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the Manager's approval and acceptance of a properly documented Payment Request in an amount equal to seventy five percent (75%) of the Payment Request.

7. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:

Heather Schmidt
Stormwater Program Manager
Johnson County Public Works
1800 W. Old Highway 56
Olathe, KS 66061

If to the City:

Bill Stogsdill, CPM, CPWP-M, PWLF
Director of Public Works
City of Fairway
4717 Roe Parkway
Roeland Park, KS 66205

8. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of
Johnson County, Kansas**

City of Fairway

Mike Kelly, Chairman

Melanie Hepperly, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Scott Abbott
Assistant County Counselor

City Attorney



Department of Public Works

December 31, 2024

**Mayor Melanie Hepperly
City Council
City Attorney James E. Mosimann
City of Fairway**

Re: 2025 CARS Program – Cooperative Agreement

This Interlocal Agreement is between the cities of Fairway and Roeland Park for the public improvements of 55th Street from Roe Ave. to Shawnee Mission Parkway.

The City of Fairway is the Administrating City.

The Johnson County Board of County Commissioners has approved funding for this project. This agreement was drafted by our legal team.

Enclosed is the agreement for the project for Council consideration.

Bill Stogsdill, CPM, PWM, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

**AGREEMENT BETWEEN THE CITY OF FAIRWAY KANSAS AND THE CITY
OF ROELAND PARK, KANSAS FOR THE PUBLIC IMPROVEMENT OF 55TH
STREET FROM SHAWNEE MISSION PARKWAY TO ROE AVE (CARS #
320001507)**

THIS AGREEMENT is made and entered into as of _____, 2025, by and between the **City of Fairway, Kansas** ("Fairway"), and the **City of Roeland Park, Kansas** ("Roeland Park"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter Fairway and Roeland Park may be referred to singularly as a "Party" and collectively as the "Parties").

RECITALS:

A. The Parties have determined it is in their best interest to make certain public improvements to **55th Street**, as such improvements are further described and defined in this Agreement.

B. The Parties are jointly applying to the Board of County Commissioners of Johnson County, Kansas (the "County") for funding through the County Assistance Road System ("CARS") Program, pursuant to which the proposed public improvements constitute an eligible project.

C. The Parties' governing bodies have determined to enter into this Agreement for the public improvements, pursuant to K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform.

D. The Governing Body of Fairway approved and authorized its mayor to execute this Agreement by official vote of the Governing Body on _____, 2025.

E. The Governing Body of Roeland Park approved and authorized its mayor to execute this Agreement by official vote of the Governing Body on _____, 2025.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties enter into this Agreement for the purpose of constructing certain public improvements to **55th Street from Shawnee Mission Parkway to Roe Ave**, including mill and overlay within the project limits, concrete repairs, storm sewer and other related work (collectively, the "Improvements").

2. ESTIMATED PROJECT COST.

A. As of the date of this Agreement, the estimated cost of construction and engineering services for the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is \$636,585.

B. The cost of making the Improvements shall include:

(1) Labor and material used in making the Improvements; and

(2) Such other expenses which are necessary in making the Improvements, exclusive

of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include engineering design, construction services, and material testing.

- (3) Engineering services inclusive of survey, design, bidding, construction administration and construction inspection.
- C. Pursuant to the CARS Agreement, the Parties anticipate receipt of County CARS funding in the amount of \$235,000 to help pay a portion of the cost of the Improvements. Notwithstanding anything in this Agreement to the contrary, in the event such funding is not made available for the Improvements, then either Fairway or Roeland Park may terminate this Agreement upon written notice to the other Party.
- D. The remaining cost of making the Improvements shall be distributed between the Parties as follows:
 - (1) Fairway shall pay for the Improvements constructed within the City of Fairway, estimated as of the date of this Agreement to be **\$ 143,194.27** after settlement of CARS expenditures.
 - (2) Roeland Park shall pay for the Improvements constructed within the City of Roeland Park, estimated as of the date of this Agreement to be **\$ 258,391.03** after settlement of CARS expenditures.
 - (3) Each Party shall pay the cost of financing and/or bonding its share of the project cost.
3. FINANCING. Roeland Park and Fairway shall each pay its portion of the cost with monies budgeted and appropriated funds.
4. FAIRWAY ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate municipalities included within the proposed Improvements, it would be beneficial for one of the municipalities to have primary responsibility for the project so as to provide for the orderly design and construction of the Improvements. However, both municipalities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements related hereto. The Improvements shall be constructed, and the work administered by Fairway acting by and through the Fairway Director of Public Works (hereinafter the "FPW Director"), who shall be the principal public official designated to administer the Improvements. The FPW Director shall, among his or her several duties and responsibilities, assume and perform the following:
 - A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Fairway. In the solicitation of bids, the most favorable bid shall be determined by Fairway administering the project and the Governing Body of Fairway approving the lowest responsible bidder for the project, except that the Governing Body of Roeland Park reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Fairway or Roeland Park shall have the right to reject the bid. In such case, the project shall be rebid at a later date.
 - C. Upon completion of the Improvements, the FPW Director shall submit to Roeland Park a

final accounting of all costs incurred in making the Improvements for the purpose of apportioning the same among the Parties as provided herein.

- D. Fairway shall require payment, performance and completion bonds for the Improvements from all contractors performing work on the Improvements (each a "Contractor" and collectively, the "Contractors"), and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. Fairway shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As "project administrator," Fairway will, upon request of Roeland Park, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - G. Fairway shall cause to be inserted in all contracts for construction a requirement that the Contractor defend, indemnify and save Roeland Park and Fairway harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of its contract.
 - H. Fairway shall cause to be inserted in all contracts for construction a requirement that the Contractor observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and Sections 2-500 through 2-505 of the Fairway City Code regarding nondiscrimination.
 - I. To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Fairway will cause any Contractor to name Roeland Park as an additional insured on all insurance policies and as an additional obligee on bonds issued for the Improvements; provided that any such "additional insured" coverage shall (1) be on a primary and noncontributory basis with respect to each Party's own coverage and (notwithstanding any general limits of insurance described in the contracts for construction) provide limits to each Party of no more (and no less) than \$500,000 per occurrence, (2) contain a "severability of interests" or "separation of insureds" feature, and (3) not provide insurance for any Party's own negligence or intentional acts or omissions.
5. REIMBURSEMENT OF COSTS. Fairway will pay all project costs owed to any Contractor, as those costs become due. Fairway shall submit to Roeland Park on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvements for the month immediately preceding the month the statement of costs is received along with any supporting documentation that substantiates such costs; provided that Roeland Park shall within 30 days after receipt of a statement of costs as aforesaid, remit its share of the accrued costs to Fairway.
6. CONSTRUCTION OBSERVATION. Fairway shall provide construction observation and services for the Improvements. Fairway shall be responsible for ensuring compliance with contract specifications under any contract for construction of the Improvements. The Roeland Park Public Works Director or such director's designee shall promptly report any deviation from any contract specifications or any inappropriate construction practices relating to work within its municipal boundaries to the FPW Director. Fairway will take all reasonable actions to inform the Roeland Park Public Works Director of project status and any deviation from any contract specifications or inappropriate construction practices relating to work within the Roeland Park municipal

boundaries.

7. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Fairway which may arise after completion of the Improvements as set forth in Section 4.F above, this Agreement shall exist until the completion of the Improvements. Upon completion of the Project, Fairway shall notify Roeland Park of such completion in writing. Roeland Park, as soon thereafter as reasonably possible, shall inspect the work, and if it determines it is satisfactory, shall so notify Fairway in writing. Upon such notification, Roeland Park shall have no further obligation under this Agreement and this Agreement shall be deemed terminated. In the event Roeland Park fails to notify Fairway of acceptance or rejection of the work within 30 days after completion, the work shall be deemed accepted.
8. PLACING AGREEMENT IN FORCE. The FPW Director shall cause this Agreement to be executed in triplicate. Each Party shall receive a duly executed copy of this Agreement for its official records. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to execute and deliver this Agreement for and on behalf of the Party for whom such person signed.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in the District Court of Johnson County, Kansas. The Parties understand this Agreement is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq.*
9. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1101 *et seq.*), the Budget Law (K.S.A. 79-2925 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.
10. SEVERABILITY OF PROVISIONS. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.
11. NO PARTNERSHIP. It is expressly understood that the Parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no Party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

12. BINDING EFFECT. This Agreement shall be binding upon the Parties and their assigns, transferees and successors in interest, provided that no Party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other Party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF ROELAND PARK, KANSAS

By: _____
Michael Poppa, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

ATTEST:

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

Anna M. Krstulic, City Attorney



Department of Public Works

December 19, 2024

**Mayor Melanie Hepperly
City Council
City Attorney Rich Cook
City of Fairway**

Re: 2025 CARS Program – Interlocal Agreement

This Interlocal Agreement is between the cities of Fairway, Roeland Park and Westwood for the construction for the improvements of Mission Road from 47th Street to 53rd Street.

The City of Fairway has a very small portion of this project on 53rd Street from Mission to the crosswalk (about 150 feet).

The Johnson County Board of County Commissioners has approved funding for this project, and it is in the previously approved Interlocal form.

Enclosed is the interlocal agreement for the project for Council consideration.

Bill Stogsdill, CPM, PWM, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

**Agreement among Johnson County, Kansas,
the City of Roeland Park, Kansas,
the City of Westwood, Kansas, and the City of Fairway, Kansas,
for the Public Improvement of
Mission Road from 47th Street to 53rd Street
(320001515)**

THIS AGREEMENT, made and entered into this _____ day of _____, 202_, by and among the Board of County Commissioners of Johnson County, Kansas ("Board"), the City of Roeland Park, Kansas ("Roeland Park"), the City of Westwood, Kansas ("Westwood"), and the City of Fairway, Kansas ("Fairway"). Roeland Park, Westwood and Fairway are collectively referred to as the "Cities".

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Mission Road from 47th Street to 53rd Street (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the CARS Program Policies and Administrative Procedures for the CARS Program, adopted by the Board and available on the Johnson County website (the "Policies and Procedures"), for which funding has been authorized and budgeted; and

WHEREAS, the governing body of Roeland Park did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 2 day of December, 2024.

WHEREAS, the governing body of Westwood did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 12th day of December, 2024.

WHEREAS, the governing body of Fairway did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 202_.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe, and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement is Two Million Eight Hundred Fourteen Thousand Four Hundred Thirty Two Dollars (\$2,814,432).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed One Million Two Hundred Eighty Three Thousand Dollars (\$1,283,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the Cities may be reimbursed through any source other than the general residents or taxpayers of the Cities. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;

2. Legal fees and expenses, design engineering services, Project administration, or financing costs;
3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the Policies and Procedures adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The Cities shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
 - b. The Cities shall pay their portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing bodies of the Cities.
4. **Administration of Project.** The Project shall be administered by Roeland Park acting by and through its designated representative who shall be the Cities' public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:
 - a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the necessary costs and expenses of the Project Costs.
 - b. Submit a copy of the plans and specifications for the Project to the Public Works Director for review prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
 - c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City of Roeland Park. If the Project is located in more than one city, then the Project Administrator shall be responsible for determining proper publication. In the solicitation of bids, the appropriate combination of best bids shall be determined by the Project Administrator.
 - d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.

- e. Submit to the Public Works Director a statement of actual costs and expenses, in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas (“Finance Director”), cause payment to be made to the Project Administrator of the Board's portion of the Project Costs within thirty (30) days after receipt of such statement or payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and Finance Director may authorize such payment.
- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all costs and expenses incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County

which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policies and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the Cities shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. Each City shall be responsible for the acquisition of any real property, together with improvements thereon, located within such City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. Duration and Termination of Agreement

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. hereinbelow. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The Project Administrator shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to one or both of the Cities' breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that has breached the Agreement that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the Cities have not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the Cities and the Board shall have no further liability or obligation under this Agreement.

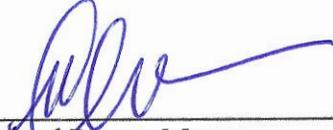
7. **Placing Agreement in Force.** The attorney for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

Board of County Commissioners of Johnson County, Kansas

City of Roeland Park, Kansas

Mike Kelly, Chairman

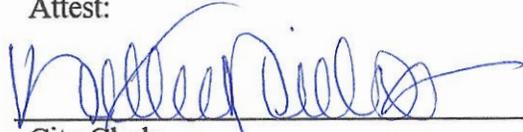


Michael Poppa, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk



City Clerk

Approved as to form:

Approved as to form:

Scott Abbott
Assistant County Counselor



City Attorney

City of Westwood, Kansas

City of Fairway, Kansas



David E. Waters, Mayor

Melanie Hepperly, Mayor

Attest:

Attest:



City Clerk

City Clerk

Approved as to form:

Approved as to form:



City Attorney

City Attorney



Department of Public Works

January 3, 2025

**Mayor Melanie Hepperly
City Council
City Attorney Rich Cook
City of Fairway**

Re: 2025 Stormwater System Replacement – Interlocal Agreement

This Interlocal Agreement is between the city of Fairway and Johnson County for our stormsewer replacement program.

The Johnson County Board of County Commissioners has approved funding for this project, and it is in the previously approved Interlocal form.

Enclosed is the interlocal agreement for the project for Council consideration.

A handwritten signature in black ink, appearing to read "Bill Stogsdill", with a horizontal line extending to the right.

Bill Stogsdill, CPM, PWM, PWLF
Director of Public Works
City of Fairway, KS
(913) 722-2822
bstogsdill@fairwaykansas.org

**Agreement between
Johnson County and the City of Fairway
For a Stormwater System Renewal Project known as
Fairway Storm Sewer Rehabilitation and Replacement
1-FA-2025-R-555**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Fairway (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") for the stormwater management project identified as Fairway Storm Sewer Rehabilitation and Replacement (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP). The SAMP can be found at <https://www.jocogov.org/sites/default/files/files/2024-04/JOCO-SMP-SAMP-Report.pdf> or will be provided upon request.

3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of Three Hundred Twenty Three Thousand Three Hundred Eighteen Dollars (\$323,318). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.

4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in

the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

5. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Renewal Project as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County detailing total Renewal Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

The County agrees to make payment to the City within thirty days following the Stormwater Program Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the renewal costs incurred for eligible stormwater assets.

6. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

7. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows or if sent by electronic mail and received by the addressee:

If to the County:

Mr. Lee Kellenberger
Urban Services Division Director
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

Bill Stogsdill, CPM, CPWP-M, PWLF
Director of Public Works
City of Fairway
4717 Roe Parkway
Roeland Park, KS 66205

8. **Effective Date.** Regardless of the dates(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of
Johnson County, Kansas**

City of Fairway

Mike Kelly, Chairman

Melanie Hepperly, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Scott Abbott
Assistant County Counselor

City Attorney



Parks & Recreation Department

DATE: 1/7/25
TO: MAYOR HEPPELRY, FAIRWAY CITY COUNCIL
FROM: BRICE SOEKEN, DIRECTOR OF PARKS & RECREATION
RE: POOL DECK CHAIR ORDER

We experienced overwhelming positive feedback from pool patrons regarding our new lounge chair purchase in 2023, and again in 2024. That order replaced half of the deck loungers that were purchased during the pool renovation before the 2015 season. I am seeking approval to purchase 60 lounge chairs to replace all of the older lounge chairs left from the 2015 order. Additionally, I would like to order 74 folding deck chairs to replace the stand-up chairs we have around the deck tables.

The Parks & Recreation Committee recommends City Council approval.

Estimated Budget: \$37,000

Taylor & Associates, Inc. quote: \$35,891.42

Fund Source: Capital Outlay

FAIRWAY POOL
6136 MISSION ROAD
PHONE: 913-722-3161

FAIRWAY CITY HALL
5240 BELINDER ROAD
PHONE: 913-262-0350

SHAWNEE INDIAN MISSION
3403 W. 53RD STREET
PHONE: 913-262-0867

NEALE PETERSON PARK
6136 MISSION ROAD

WWW.FAIRWAYKANSAS.ORG

KATHRYN LYON FLORA PARK
6030 CHEROKEE DRIVE



Taylor & Associates, Inc.

940 Opie Arnold Road
 Limestone, TN 37681
 Toll Free Direct: 855-734-3580

Quotation

Date	Quote #
1/2/2025	1916

Bill To
City of Fairway AP 5240 Belinder Road Fairway, KS 66205 (913) 262-0350 x 5301

Ship To
City of Fairway Pool Vicki Tillery 6136 Mission Rd Fairway, KS 66205 (913) 343-1214

www.TaylorIncorporated.com

P.O. Number		Terms		Rep		Via	
		See Terms Below		Renna Levert		Best Way	
Quantity	Item Code	Description		Price Each	Amount		
74	UT097004	Jamaica Beach Midback Folding Sling Chair - White with Blue Sling		190.23	14,077.02		
60	99404006	Marina Adjustable Sling Chaise, White with Blue Sling		321.33	19,279.80		
Terms: 50% Deposit Required, Balance due Net 10 day after receipt of product. Colors Listed Above Lead time 10 to 15 business days							
1	S & H	Shipping & Handling Charges (Drop Ship Only) - Lift Gate, Inside Delivery, Heads Up Call are available for addition cost. "Full LTL Truck with Lift Gate"		2,459.60	2,459.60		
1	LGS	Lift Gate Services		75.00	75.00		
This Shipping Rate is Good for 14 Days							



Sales Do Not Include Sales Tax, Purchaser Responsible For All Local, State & Use Tax Unless Otherwise Indicated. Quote Good For 30 Days. To process your order, please sign, date below and return via email. Thank You So Very Much For Your Business!! Approved By: _____ Date: _____	Sales Tax (0.0%)	\$0.00
	Total	\$35,891.42



Parks & Recreation Department

DATE: 1/7/25
TO: MAYOR HEPPELRY, FAIRWAY CITY COUNCIL
FROM: BRICE SOEKEN, DIRECTOR OF PARKS & RECREATION
RE: PARK PATRON COUNTERS

As we enter into the Master Plan process, collecting patron count data at our City parks will be extremely important. Benchmarking patron counts allow us to see how much our park facilities are being used, peak/non-peak times, trends and data that could show the need for additional park space in Fairway. I would like to begin capturing daily park attendance at Peterson Park and Kathy's Park by purchasing 8 park counters from Eco-Counter Corp (Mission Parks & Recreation uses the same brand). These counters will allow us to log data from every Peterson Park and Kathy's Park entrance, which we will be able to download via Bluetooth on our phones. Once downloaded, Eco-Counter's software will interpret and present the information in their cloud-based software. We can also use counters for special event attendance, such as Fall Festival at the Shawnee Indian Mission, our Egg Hunt, outdoor movies/concerts, etc. I would like get the counters ordered and installed as quickly as possible to capture as much of the 2025 patron count as possible.

The Parks & Recreation Committee recommends City Council approval.

Estimated Budget: \$10,000

Taylor & Associates, Inc. quote: \$9,670.00

Fund Source: Capital Outlay

FAIRWAY POOL
6136 MISSION ROAD
PHONE: 913-722-3161

FAIRWAY CITY HALL
5240 BELINDER ROAD
PHONE: 913-262-0350

SHAWNEE INDIAN MISSION
3403 W. 53RD STREET
PHONE: 913-262-0867

NEALE PETERSON PARK
6136 MISSION ROAD

WWW.FAIRWAYKANSAS.ORG

KATHRYN LYON FLORA PARK
6030 CHEROKEE DRIVE



Eco-Counter Corp

C/O Pramex International Corp.
535 Mission Street, 14th Floor
San Francisco, CA 94105, United States

Contact : Daniel Legere
Email : daniel.legere@eco-counter.com
Phone : (514) 849-9779 Ext: 112

Customer Number :

Quote Number : Q-59196

QUOTE

Customer

Fairway Parks & Recreation

5240 Belinder Road
Fairway, KS
66205, United States

Contact : Brice Soeken

Delivery address if different

Subject : Fairway Parks & Recreation -x8 PYRO Nanos

Date : 3/30/2024

Code	Description	Unit Price	Qty	Price
PYRO Nano				\$ 9,600.00
SYSTEM	Pyro Nano x8 package 2-year Eco-Visio license included	\$ 9,600.00	1	\$ 9,600.00
Shipping				\$ 70.00
SH96966666	Shipping	\$ 70.00	1	\$ 70.00

Delivery lead time four to five weeks.
Please provide tax ID for customs clearance.
Payment by check, wire transfer or ACH transfer within 30 days.
All prices are in US dollars and exclude sales tax.
Please provide sales tax exemption certificate if any.

Total \$ 9,670.00

Sign and Date for Agreement





Parks & Recreation Department

DATE: 01/09/25
TO: MAYOR HEPPERLY, FAIRWAY CITY COUNCIL
FROM: BRICE SOEKEN, DIRECTOR OF PARKS & RECREATION
RE: SWIM MEET LETTER OF UNDERSTANDING & SUPER PASS AGREEMENT

Attached below is the 2025 Swim Meet Letter of Understanding and Super Pass Agreement. The only changes made from last year's agreement were date changes to reference the 2025 season.

Staff recommends City Council approval.

FAIRWAY POOL
6136 MISSION ROAD
PHONE: 913-722-3161

FAIRWAY CITY HALL
5240 BELINDER ROAD
PHONE: 913-262-0350

SHAWNEE INDIAN MISSION
3403 W. 53RD STREET
PHONE: 913-262-0867

NEALE PETERSON PARK
6136 MISSION ROAD

WWW.FAIRWAYKANSAS.ORG

KATHRYN LYON FLORA PARK
6030 CHEROKEE DRIVE

AGREEMENT FOR USE OF SWIMMING POOL FACILITIES

THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and among the City of Fairway, Kansas (“Fairway”), the City of Mission, Kansas (“Mission”), and the City of Prairie Village, Kansas (“Prairie Village”), (each a “City” and collectively the “Cities”).

RECITALS

A. Each of the Cities operate the public outdoor swimming pool facilities within such City (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2025 Swim Season, (defined below,) with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities, and in consideration of the mutual advantage received by each party, the Cities hereby enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the Cities by making all of the Pool Facilities available for use by the Qualified Patrons (defined below) of all the Cities with the purchase of a special pass during or for the 2025 swim season, which commences approximately May 24, 2025 and ends approximately September 1, 2025 (“2025 Swim Season”).

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2025 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to

each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$20 per individual. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$25 per individual.

c. Qualified Patrons who are residents of a City may only purchase Super Pool Passes from the City in which they reside, after purchasing a city pool membership from the City in which they reside.

d. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

e. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2025 Swim Season.

g. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities; and report these counts by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

h. Revenue received by each City for the Super Pool Pass shall be referred to herein as the “Total Revenue.” Each City shall set aside its Total Revenue and hold the same in trust for the other Cities until the end of the 2025 Swim Season, pending a determination as to whether such City has operated on a full-time basis as described below.

i. Each City shall use its best efforts to operate its respective Pool Facilities on a full-time basis, and generally the same schedule from May 24, 2025 through July 31, 2025, outside of emergency closures. Closures due to staffing issues or construction projects are not considered emergency closures. Each City shall be entitled to retain a portion of such City’s Total Revenue (the “Retained Revenue”) based on whether the City’s Pool Facilities have or have not operated

on a full-time basis during the 2025 Swim Season. Any balance of the Total Revenue, after accounting for the allowed Retained Revenue, shall be deemed “Shared Revenue” and shared with the other Cities as set forth below:

Dates Open	Retained Revenue	Shared Revenue
90% – 100%	50% of Total Revenue	50% of Total Revenue
80% - 89%	40% of Total Revenue	60% of Total Revenue
70% - 79%	25% of Total Revenue	75% of Total Revenue
Fewer than 70%	0% of Total Revenue	100% of Total Revenue

j. Each City’s individual Shared Revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared Revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2025 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the remaining Shared Revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, or (b) operated by a professional pool management company engaged by the City.

c. All Pool Facilities must meet facility standards in regard to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signature pages follow]

**SIGNATURE PAGE TO
AGREEMENT BY FOR USE OF SWIMMING POOL FACILITIES**

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the day and year indicated below.

CITY OF FAIRWAY, KANSAS

By _____
Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____
Sollie Flora, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____
Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into as of the last date of signature indicated below by and between the **Cities of Fairway, Prairie Village, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2025 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Each City will keep track of the number of times a visiting member from each city enters any of its pool facilities and report these counts in their Super Pool Pass reporting by email at the end of the season to the Assistant City Administrator at Prairie Village.
5. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
6. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2025 season.
7. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Sollie Flora, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

Attest: _____



DATE: JANUARY 9, 2025
TO: MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL
FROM: NATHAN T. NOGELMEIER, CITY ADMINISTRATOR
RE: SHAWNEE INDIAN MISSION AGREEMENT

Background:

For the past several months, representatives from the City, the Kansas Historical Society and the Shawnee Indian Mission Foundation have been working through a facilitated, collaborative process to reaffirm our goals and priorities (both short and long term) for the Shawnee Indian Mission State Historic Site. One product of this process has been to draft a new agreement between all three parties rather than the City having a separate agreement with the other to entities.

The terms in the new agreement largely mirror the responsibilities and duties of each party in the previous agreements. In addition, the agreement acknowledges work of the parties that has already occurred as well as outlines priorities moving forward.

The agreement presented tonight is still pending final legal review from both the City attorney and the Kansas Attorney General's Office. It is anticipated there may be minor changes to the document prior to final execution.

Recommended Motion:

A motion to approve the agreement and authorize the Mayor to execute the agreement following final review by the City Attorney to include any non-substantive changes only.

Attachment:

- Shawnee Indian Mission Agreement

AGREEMENT TO OPERATE, MANAGE AND MAINTAIN THE SHAWNEE INDIAN MISSION STATE HISTORICAL SITE

This agreement ("Agreement") is among the Kansas State Historical Society ("KSHS"), the City of Fairway, Kansas (incorporated in Johnson County, Kansas) ("the City") and the Shawnee Indian Mission Foundation, a Kansas not for profit corporation ("SIMF") and shall amend and supersede separate agreements that the City had with each of the other two parties, namely a Memorandum of Understanding dated April 28, 2016 between the City and the SIMF and a Memorandum of Agreement between the KSHS and the City dated April 28, 2016 ("MOA") granting the City the authority to manage the daily operations of the Shawnee Indian Mission state historical site located at 3403 W. 53rd Street, Fairway, KS 66205 (the "Site"). All of the parties to this Agreement may be referred to in this Agreement as the "Parties" and a single party to this Agreement may be referred to in this Agreement as "Party". Both of these separate agreements have been extended and or amended but will no longer be effective upon the execution of this Agreement. It is the desire of the parties, subject to the specific terms set forth below, to cause the Site to be managed by the City, supported by the SIMF and owned by the KSHS for the term of this Agreement.

WHEREAS, pursuant to K.S.A. 76-2011 the KSHS is the custodian of the Site;

WHEREAS, pursuant to K.S.A. 75-2721 and 75-2722 the KSHS may enter into agreements with local governments and with private parties to aid in historic preservation efforts;

WHEREAS, the Shawnee Indian Mission, a Kansas State Historic Site and National Historic Landmark, is often considered the apex of historical significance in Kansas and the Midwest with history that includes the people and events of the Kansas Territory (Governor's offices), Kansas Statehood (first statehood vote), first trade school in the Louisiana purchase for 22 tribes (including the aboriginal Kanza), Trails West (Oregon, California & Santa Fe all went through the Mission), Bleeding Kansas, Civil War (Union encampments, field hospital for battles of Westport and Big Blue), WPA, and more ; and,

WHEREAS, the parties have agreed to a shared vision to preserve the Shawnee Indian Mission's stories by creating a vibrant hub of history, education, inspiration and community engagement and since the creation of a unique Public Private Partnership in 2016, the parties have worked collaboratively to enhance the site experience, offer engaging educational opportunities and inform the community at large of the significance of the Shawnee Indian Mission and in 2024 have held two collaborative, facilitated summits to discuss ways to strengthen the partnership; and,

WHEREAS, the Parties have conducted historical research to identify and contact 80 Native American (also known as First American) Tribes and Tribal members who have descended from the 22 Tribes with ancestral connection to the site. Two meetings have been held in 2023 and 2024 with interested tribes to discuss the possibilities of a collaborative effort to revise the Mission's exhibits and programs to present all perspectives on and varied stories about the early experiences at the Mission. The Parties are committed to proactively continuing such dialogues; and,

WHEREAS, it is the intent of the parties to ratify their desire to focus on both long- and short-term objectives to secure the future of the Shawnee Indian Mission for generations to come including through continued state ownership for public use in the public interest; and,

WHEREAS, the City and SIMF desire to assist the KSHS in preserving the Shawnee Indian Mission and ensuring that it remains readily accessible to the general public and the parties wish to acknowledge the SIMF's contributions in the past and their willingness to contribute additional funds in the future to assist the City in managing and maintaining the Site; and

WHEREAS, the parties mutually desire to enter into this Agreement to continue the collaborative relationship between the KSHS, the City and the SIMF with respect to the Site for the purpose of: ensuring that the Site will continue to function as a state historic site – readily accessible to the general public; enhance and preserve the Site; and retain the status of the Site in the National Register of Historic Places and its designation as a National Historic Landmark. Collaboration of the three partners brings more resources to the site, perspectives, constituencies, expertise, human and financial resources, which is positive for the Mission's future and longevity.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. Definitions: For the purposes of this Agreement, the following definitions shall control:
 - a. "Routine maintenance" shall mean those tasks associated with daily upkeep of the Site, including its grounds and buildings, against normal wear and tear. This term shall include changing light bulbs; setting the temperature of buildings for the optimum preservation of the Site; mowing the grass; annually clean gutters; cleaning and stocking restroom facilities and maintaining such facilities in good working order; and other activities of a similar nature or as agreed upon by the parties. The parties agree to follow that certain attachment hereto, called "Shawnee Mission State Historical Site Routine Building & Collections Maintenance" as governing the acts that the City or SIMF will perform that constitute "routine maintenance".
 - b. "Non-routine maintenance" shall mean repairs to or services for the Site's buildings and/or grounds that are not part of routine maintenance, or are required due to deterioration, an emergency or other condition that places the Site grounds, buildings or artifacts in danger of irreparable harm. Examples would include roof repairs or replacement, elevator maintenance, HVAC repairs or replacement, foundation repairs, and large tree maintenance. This term shall include new or additional landscaping and the construction of new buildings or other structures on the grounds of the Site. The non-routine maintenance will be the primary responsibility of KSHS as the following Agreement sections indicate but the parties are aware of the ongoing, successful fund-raising efforts by the SIMF to improve or enhance the Site with donations earmarked for certain improvements to the Site, all or part of which may constitute "non-routine maintenance.—All capital improvements to the property will be mutually agreed upon with KSHS having the final approval of such improvements, which shall not be unreasonably withheld.
 - c. "Artifact" shall mean any building, structure or object that is significant in the history, architecture, archeology or culture of the State of Kansas, its communities, or the nation.
 - d. "Admissions" shall mean fees paid by a visitor for a ticket to view exhibits at the Site.
2. Duties of the City. The City agrees to:
 - a. Manage the Site for the duration of this Agreement, which shall encompass all day-to-day operations including, but not limited to: staff hiring and supervision; routine maintenance of the grounds and the buildings; promotion of the Site in northern Johnson County, Kansas; programming; oversight of all volunteer efforts; and booking and contracting for usage of the Site buildings and grounds, the terms of which shall be at the discretion of the City. The City shall follow the guidelines provided in the Third-Party Use Agreement dated March 14, 2017.
 - b. Manage and coordinate events, programs and special exhibits at the Site and assume the obligations associated with these specific responsibilities in collaboration with SIMF and KSHS.
 - c. Assume responsibility for all work performed by City staff at the Site, including the quality of work performance, acts, and the corrections of omissions, if any.
 - d. Continue working with the Foundation, under the Legacy Fund Agreement dated May 14, 2018, or any subsequent agreements, to maintain the Foundation's involvement in and support of the Site.

- e. Establish the hours and days of operation of the Site and notify the KSHS annually of the proposed regular schedule of operations. The buildings and exhibits at the Site shall be open to the public on a regular schedule for a minimum of 1200 hours each calendar year.
 - f. Participate in the operation of the Shawnee Indian Mission gift shop located at the Site consistent with the prior approval from KSHS to such participation.
 - g. Report all preservation issues, damages, or non-routine maintenance issues to the KSHS within 24 hours of discovery.
 - h. Continue to allow the KSHS to have unrestricted access to the Site.
 - i. Maintain a Site security system of equivalent or better security than the present system. The City shall not issue any keys to third-party users. The City shall maintain a record of keys issued to contract service providers and the SIMF.
 - j. The City has already purchased and installed a cash register system and software for admissions monies collected at the Site and the City agrees to maintain such items as needed. KSHS will cooperate with the City to establish any applicable exemptions for sales and use taxes on admissions, sales or purchases for the Site.
 - k. Promptly notify the KSHS whenever the City discovers or is made aware of any unapproved use of the Site, including but not limited to the storage of any item(s) on the Site or the construction of any structure on the Site.
 - l. Use practices that continually strengthen the parties and the Site.
3. Duties of the KSHS. The KSHS agrees to:
- a. Continue the provision of training to the staff of the City, as requested by the City, in order to aid in preservation efforts.
 - b. Allow the City to collect and retain all admission fees and revenues from rentals pursuant to section 2 hereof during the term of this Agreement.
 - c. Negotiate in good faith with the City in the event the parties desire to change the method of operation of the Shawnee Indian Mission gift shop or the facility rental program;
 - d. Ensure the buildings at the Site comply with the Americans with Disabilities Act (ADA);
 - e. Fund and oversee all preservation issues, major damage repair, and non-routine maintenance of the Site and buildings, including the non-routine maintenance of the property, artifacts and exhibits owned by KSHS. KSHS acknowledges that the City is not liable for damage to the artifacts, historical exhibits and buildings at the historic site: (i) caused by ordinary wear and tear; or (ii) caused by any act or failure to act by the City, unless due to intentional conduct or gross negligence of the City.
 - f. Fund and maintain all locks and keys to the Site and provide the City with keys to allow access necessary to accomplish the purposes of this Agreement.
 - g. Make reasonable efforts to notify the City in advance should KSHS staff or other authorized representative(s) intend to visit the Site during normal business hours.
 - h. Maintain any permanent signage at the Site.

- i. Create and maintain all permanent exhibits at the site and approve and cooperate with the City and SIMF with any appropriate temporary exhibits.
 - j. Use practices that continually strengthen the Parties and the Site.
4. Duties of the SIMF. The SIMF agrees to:
- a. The SIMF will engage in the following activities that serve the Mission:
 - Fundraising for operations, programs, projects and restoration.
 - Maintain a high functioning board to accomplish:
 - Relationship & team building. Outreach to and involvement of First Americans and others from the Mission's past and engage other community organizations' participation to increase resources.
 - Initiate collaborative planning with City and State to achieve Mission's aspirational goals. Continually seek information from nation's most successful sites and individuals to inform-based efforts.
 - Volunteer program including docents, site and event volunteers and collaboration with the City.
 - Community programs and educational programs in collaboration with City.
 - Use practices that continually strengthen the Parties and the Site
 - b. Recognizing that the City has no general or specific funds to be devoted to the Site and that KSHS has limited funds due to annual budget appropriations imposed on KSHS by the Kansas legislative process, SIMF agrees that the City will receive at least the following projected amounts from SIMF during the periods listed below:
 - \$80,000 per year

It is understood that the above funds, which shall be paid by SIMF will constitute the minimum amounts to be paid to the City by SIMF within the periods stated and that additional contributions may be made and will be accepted by the City. The above funds and additional funds raised by SIMF that are paid to the City by SIMF will be used to offset expenses incurred by the City in the day to day operations of SIMF, which shall include staffing, utilities, programming, events, educational activities and inside and outside maintenance costs. The City will continue to maintain a separate Fund of the City to keep track of funds paid to The City from SIMF and from the KSHS and to show expenses incurred in the day to day operations of SIMF.
 - c. Fund of SIMF. SIMF will maintain an account that will record donations, gifts, bequests, grants, tax credits and other funds that are received by SIMF on behalf of the Site to keep track of funds paid to SIMF for Site expenses and improvements and to document the funds paid to the City pursuant to this Agreement.
 - d. SIMF may continue to expend funds in the West Building Fund (and any matching funds or future funds received that are designated or restricted to the West Building Fund), in collaboration with KSHS and City, to renovate the West Building. Other funds raised by or contributed to SIMF or the City for the purpose of the West building will be subject to the terms of this Agreement. KSHS shall have final approval on all West Building restorations.
 - e. Financial. SIMF shall provide an annual financial report to the City and KSHS. Each party will share with the other parties financial information regarding income, expenses, and fund or asset balances that relate to the Site.
 - f. Board Meetings. Each party shall be entitled to send a representative to attend any of the board meetings of SIMF, the city council meetings of the City or the KSHS committee meetings relating

to the Site to update the party holding the meeting on the activities of the attending party(ies) regarding the Site and to advocate for the position of the party so attending.

- g. SIMF Board. Consistent with the April 28, 2016 Memorandum of Understanding between SIMF and the City, the SIMF board of directors shall continue to revise SIMF's organizational documents and promotional material to reflect the importance of all SIMF activities to be able to achieve successful fundraising.
 - h. SIMF shall not sell, transfer, assign or otherwise dispose, whether voluntarily or by operation of law, its rights and obligations under this Agreement, without the prior written consent of the City and KSHS.
5. Fundraising Events and Efforts.
- a. All fundraising events by SIMF shall be clearly identified as supporting the Site. Each of the parties will coordinate with the others concerning all fundraising events in advance of each event. SIMF will be responsible for making all written acknowledgements or communications to donors with respect to funds received by SIMF.
 - b. Endowed funds received by any of the parties that relate to the Site shall be managed and invested in accordance with the Uniform Prudent Management of Institutional Funds Act (KSA 58-3611 *et. seq.*) (the "Act") or any future law that shall amend or supersede the Act. Subject to the terms of particular agreements with donors, it is agreed that the income and principal from any such endowed funds may be used to pay for reasonable and necessary expenses of the Site, in accordance with the Act.
 - c. The parties agree that their fundraising efforts shall emphasize the Site in general as opposed to restricted or endowed funds for certain purposes. The parties agree to share with each other as soon as practical any gift instruments, gift agreements or proposals from donors for review and approval before any agreements are made with a donor.
 - d. The SIMF and the City acknowledge that the Legacy Fund Agreement dated May 14, 2018, between the City and the SIMF is in full force and effect; the Legacy Fund created therein is an "institutional fund" under the Act dedicated to supporting the Site
6. Compliance with Kansas Open Meetings Act and Kansas Open Records Act. The City and KSHS shall comply with the provisions of the Kansas Open Meetings Act, KSA 75-4317 *et. seq.* and the Kansas Open Records Act, KSA 45-215 *et. seq.* for the purpose of providing transparency in governmental activities. Each of the parties shall have the right to inspect and copy the records of the other party that are relevant to this Agreement, including the funds of each party that are discussed in this Agreement.
7. Term. The term of this Agreement begins January 1, 2025 and shall continue for a nearly ten-year term ending June 30, 2034, unless terminated in accordance with the provisions of this Agreement. Unless one of the parties notifies the others in writing of its desire to not renew this Agreement no later than May 1 of a calendar year that would be an expiration date of this Agreement, the Agreement shall automatically renew for an additional ten years. Upon termination of this Agreement, the parties will work together to remove the name of either of SIMF or the City from any funds that name either party as an institution if that party is not going to continue to support and/or manage the Site.
8. Notice. Any notice, payment, or statement required by this Agreement shall be in writing and either delivered personally or sent by certified mail, postage prepaid: (a) in the case of the City: to 5240 Belinder Road, Fairway, Kansas 66205 Attention: City Administrator; (b) in the case of SIMF, to the business and home addresses of the then serving Chairperson and Secretary of SIMF, determined by the persons so listed in the most recent report filed by SIMF with the Kansas Secretary of State according to the latter agency's filing requirement; (c) in the case of KSHS: to 6425 SW 6th Avenue, Topeka, KS

66615 Attention: Executive Director . All notices shall be effective as of the date of personal delivery or mailing.

9. Quarterly Meetings, Communications and procedures. The parties agree to meet not less than quarterly either in person or virtually to provide updates and/or feedback. The parties further acknowledge that, initially, monthly meetings may be necessary for the first 6 months of this Agreement. The parties will develop efficient communication protocols. Quarterly meeting topics shall include but not be limited to, legislative updates and briefings, First American and stakeholder engagement, budget status, programs, events, operational concerns and feedback and capital & preservation projects.
10. Merger. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, not specifically mentioned in this agreement, and understandings between the parties with respect to this subject matter. Any modification of this Agreement must be in writing signed by all parties to be effective and the parties are not relying upon any representation or warranty other than as expressly made within this Agreement.
11. Vision and Stakeholder Engagement. The shared Vision of the Parties is to preserve the Shawnee Indian Mission's stories by creating a vibrant hub of education, inspiration and community engagement.

The parties envision a space where history comes alive, fostering a deeper understanding of our collective past while promoting stewardship for future generations. Through research, networking, innovative programming, creative use of technology, collaborative partnerships, interpretation that includes differing perspectives, and immersive experiences, we aim to inspire all visitors to appreciate the significance of the Shawnee Indian Mission's legacy and its role in shaping our collective identity; and,

The parties acknowledge that the Vision cannot be fulfilled without further establishing meaningful relationships with Native American Tribes whose ancestors inhabited the land for centuries and those whose ancestors attended the Shawnee Indian Mission along with all other stakeholders who have a bona fide connection to the site and seek new facts based on thorough research and interviews.

The parties agree to work collectively in engaging all stakeholder groups of the Site in a meaningful way that will enhance the visitor experience to the site and build upon the existing knowledge of the site.

12. Site interpretation and ongoing capital investments. The parties agree that KSHS will continue its efforts of preservation of the site and that SIMF and the City will collaborate with KSHS to accomplish this goal when appropriate.

The parties agree to work together toward a reinterpretation of the site with work to begin immediately and be completed in the next three (3) to five (5) years. The reinterpretation will be led by KSHS who agrees to work collaboratively with SIMF and the City along with other stakeholder groups, i.e. native tribes, with bona fide connections to the site. SIMF agrees to provide monetary contributions to the reinterpretation efforts in an amount to be set forth by mutual agreement during the good-faith planning process.

13. Miscellaneous terms. The parties further agree as follows:
 - a. The parties agree that no party is authorized or empowered to make any long-term commitments to donors, persons, or other entities on behalf of the other parties, however the City and the KSHS acknowledge, accept and are relying upon the financial commitments of the SIMF, including those set forth in Section 4(b) of this Agreement.
 - b. All routine and non-routine maintenance/repairs shall be accomplished in compliance with the Secretary of the Interior's Standards and in consultation with the State Historic Preservation Office (K.S.A. 75-2724).

- c. All artifacts and historical exhibits at the Site shall remain the property of the KSHS and the State of Kansas and cannot be altered, moved or removed by either SIMF or the City without prior approval of the KSHS. The KSHS shall be responsible for all decisions regarding the appropriate use, care, display, preservation, rehabilitation, interpretation, promotion and relocation of the artifacts and historical exhibits.
- d. No artifacts shall be removed from the Site, nor shall additional artifacts be added to the Site without approval of the KSHS. The care of all artifacts and historical exhibits shall be coordinated by the KSHS in cooperation with the City and SIMF. The addition of new artifacts or the creation of any new exhibits shall be a collaborative exercise among the parties. The KSHS shall be responsible for non-routine maintenance, cleaning, care, conservation and relocation of the artifacts, historical exhibits and property at the Site.
- e. The Parties shall submit an annual report detailing the activities, attendance, and financial operations of the Site to the other Parties. Such report shall be due no later than 30 days following the end of the state fiscal year, i.e., by July 30 of each year. The City and the SIMF agree to provide interim reports to the KSHS upon request by the KSHS in order to respond to inquiries by the legislature, the governor, or other governmental entities.
- f. The Site shall continue to be identified as a State Historic Site. The KSHS shall continue to promote the Site in its publications, website and outreach activities. The Site shall continue to be included in the KSHS's regional and state-wide heritage tourism projects.
- g. This Agreement has been established for the purpose of managing the Site and are not intended to create a joint venture, partnership, or transfer of title. The parties agree that all City staff working at the Site are employees or contractors of the City, not the KSHS. The operation and management of Site shall revert to the KSHS upon any termination of the City to this Agreement.
- h. This Agreement constitutes the entire agreement regarding the management and operation of the Site between the parties and may not be modified except by written instrument signed by all parties. To the extent the Recital provisions contain covenants or agreement by any of the parties, those Recital provisions shall be considered a part of this Agreement.
- i. This agreement represents a ten-year commitment on the part of all parties but may be terminated after 60 calendar days written notice by any party and sent certified mail to the other parties.
- j. Except as otherwise provided in this Agreement, the KSHS shall retain all rights over the name "Shawnee Indian Mission" and KSHS acknowledges that the City and the SIMF are granted permission to use the name in order to operate and improve the Site.
- k. The provisions found in the Contractual Provisions Attachment (Form DA-146a (Rev. 07-19), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof.
- l. The City, KSHS, and SIMF shall jointly conduct an inventory of materials stored at the Site in order to determine an inventory of items approved by the KSHS to be stored at the Site, including items belonging to third parties. KSHS acknowledges that third parties may store additional items at the Site that are relevant to activities conducted at the Site and the City and SIMF will exercise their best efforts to inform KSHS of such storage and KSHS agrees to reasonably approve such storage.
- m. No third party shall be deemed to be a beneficiary of this Agreement, it being the intention of the parties to cause this Agreement to be for the benefit of the signature parties only.
- n. The parties agree that if any provisions of this Agreement shall be determined to be invalid or unenforceable, that provision or those provisions shall be deemed deleted for purposes of enforcing this Agreement, but if this Agreement may be made enforceable by limitation thereon, the parties

agree that the provision or provisions shall be enforceable to the fullest extent permissible under the laws and public policies applied in any jurisdiction in which enforcement is sought.

- o. This Agreement and all of the rights and obligations of the parties herein shall be construed and enforced under the laws of the State of Kansas.

- p. The language used in this Agreement shall be deemed to be language chosen by all parties. A waiver by any party of a breach of any provision of this Agreement shall not be construed to be a waiver by another party to this Agreement of such breach or a waiver of any succeeding breach of that provision or a waiver of the provision itself.

The parties have signed this Agreement on the date below their names.

KANSAS STATE HISTORICAL SOCIETY

CITY OF FAIRWAY, KANSAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SHAWNEE MISSION INDIAN FOUNDATION

By: _____
Name: _____
Title: _____
Date: _____



DATE: JANUARY 9, 2025
TO: MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL
FROM: NATHAN T. NOGELMEIER, CITY ADMINISTRATOR
RE: RESOLUTION 2025-A

Background:

At the December 4th Administration & Finance Committee, there was extensive discussion about how to recognize the of the Fieldston HOA for their work, with guidance from the City, to strike discriminatory language from their Declaration of Restrictions. The Committee concluded a newsletter for the Focus on Fairway and a Resolution at the January City Council Meeting would be appropriate.

Recommended Motion:

A motion to adopt Resolution 2025-A.

Attachment:

- Resolution 2025-A

RESOLUTION 2025-A

A RESOLUTION REGARDING THE REMOVAL OF DISCRIMINATORY RESTRICTIVE COVENANTS FROM PROPERTY DOCUMENTS IN THE CITY OF FAIRWAY, KANSAS AND ACKNOWLEDGING ACCOMPLISHMENTS THAT HAVE ALREADY OCCURRED.

Whereas, discriminatory restrictive covenants were once commonly included in property documents and contracts, often prohibiting the sale, lease, or occupancy of properties by individuals of certain races, ethnicities, or national origins, contributing to discrimination and segregation;

Whereas, while these covenants were declared unenforceable by the courts and United States Congress, their continued presence in historical property records serves as a reminder of past discriminatory practices;

Whereas, efforts have been made to address the legacy of discrimination in housing through policies like the Fair Housing Act of 1968, but the removal of discriminatory restrictive covenants from property documents remains a step toward rectifying historical injustices;

Whereas, striking discriminatory restrictive covenants from property documents will help to foster a more inclusive society, where all individuals, regardless of race, ethnicity, or national origin, have equal access to housing;

Whereas, on July 1, 2024, the Kansas Legislature enacted HB 2562 providing a pathway for citizens and communities to address discriminatory restrictive covenants historically placed in some homeowners' association and other property documents;

Whereas, the Fieldston Homeowners Association took action, with guidance from the City of Fairway, to amend its documents to strike such language in the Declaration of Restrictions with such changes being officially recorded on November 25, 2024;

Whereas, City staff reviewed publicly-available documents of other homeowners' associations within the City of Fairway and did not observe discriminatory restrictive covenants therein;

Whereas, Johnson County, Kansas has established a clear and accessible process for the public to identify and release prohibited covenants from their property records, available at <https://www.jocogov.org/departments/treasury-taxation-and-vehicles/register-deeds/release-prohibited-covenants>, and the City of Fairway has posted a link on the City's website (<https://fairwaykansas.org/index.asp?SEC=B38203B2-9FF1-4DD6-BAB5-9031CBBF1159>);

Whereas, on August 12, 2019, the Governing Body of the City of Fairway adopted Resolution 2019-H declaring it to be the policy of the City to reject discrimination of any kind and to respect the inherent worth of every person;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRWAY KANSAS, AS FOLLOWS:

Section 1. The Governing Body of the City of Fairway hereby supports the removal of discriminatory restrictive covenants from property documents, and encourages property owners, developers, and legal entities to proactively address and amend such covenants where they may still exist.

Section 2. The City of Fairway will continue to keep information publicly available for residents who are interested in learning if their property has discriminatory restrictive covenants in recorded property documents along with information on how to voluntarily address the issue should residents choose to do so.

ADOPTED by the City Council this 13th day of January, 2025.

APPROVED AND SIGNED by the Mayor on this 13th day of January, 2025.

CITY OF FAIRWAY, KANSAS

Melanie Hepperly, Mayor

(SEAL)

ATTEST:

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

City Attorney