

CITY COUNCIL MEETING

CITY OF FAIRWAY, KANSAS

5240 Belinder Road

Fairway, KS 66205

Monday, May 11, 2026

6:30 p.m.

1. Call to Order and Announcements

2. Pledge of Allegiance

3. Proclamations:

National Public Works Week

National Police Week

4. Monthly Reports of Standing Committees

A. Consolidated Fire District #2

B. Administration & Finance

C. Police

D. Public Works

E. Parks & Recreation

5. Monthly Reports of Special Committees

A. Tree Board

6. Public Comment* for Consent Agenda items only

7. 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 #1848 – April 2026

8. 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. Consider Property Tax Rebate Program for 2027
- B. Consider Resolution 2026-B to adopt Development Agreement with W. VinZant Restaurants
- C. Consider Ordinance #1849 - An Ordinance amending the commencement date of the CID sales tax for the 53rd Street Community Improvement District.
- D. Consider Planning Commission Recommendation for a sign deviation request at 4250 Shawnee Mission Parkway
- E. Consider Planning Commission recommendation for a sign deviation request at 4150 Shawnee Mission Parkway

9. 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.

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

11. 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.*



CITY OF FAIRWAY, KANSAS

Proclamation

National Public Works Week

“Rooted in Service, Powered by Community”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Fairway, Kansas; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Fairway to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED I, Melanie Hepperly, Mayor of the City of Fairway, Kansas, do hereby proclaim the week of May 17th – 23th, 2026 as

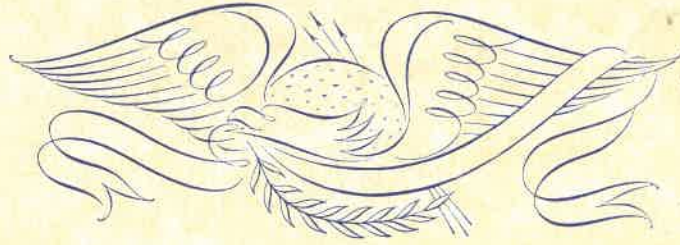
“National Public Works Week”

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED THIS, 11th day of May 2026.

MAYOR





CITY OF FAIRWAY, KANSAS

Proclamation

National Police Week

WHEREAS, the United States Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day and the week in which May 15th falls as National Police week; and

WHEREAS, the members of the Fairway Police Department play an essential role in safeguarding the rights and freedoms of Fairway, Kansas; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the Fairway Police Department has evolved into a modern and progressive law enforcement agency which unceasingly provides a vital public service.

NOW,
THEREFORE, I, Melanie Hepperly, Mayor of the City of Fairway, call upon all citizens of the City of Fairway, Kansas and upon all civic, and educational organizations to observe the week of May 11th-16th, 2026 as

"National Police Week"

In the City of Fairway. I further call upon citizens of the City of Fairway to observe May 15th as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated this 11th day of May 2026.



MAYOR

ADMINISTRATION REPORT FOR APRIL 2026

ADMINISTRATION/FINANCE COMMITTEE MEETING

The Administration & Finance Committee met on March 25th at 6:30 p.m.

Property Tax Rebate Program. The Committee reviewed a draft Property Tax Rebate Program as presented by City Administrator Nogelmeier. Following discussion, the Committee recommended the program be adopted for 2027 as presented. Nogelmeier will proposed a budget amount for the program during the development of the 2027 Administration Budget.

West 53rd Street Sidewalk/Crosswalk. Nogelmeier reported that the City of Roeland Park had approached the city with a request to extend the school zone for St. Agnes further to the west into Fairway. They provided an engineers opinion with justification for the extension. Should Fairway move forward with the request, we will need to install some additional signage and a flashing beacon along the east bound lane of 53rd street.

Nogelmeier and Public Works Director Stogsdill provided an update on possibilities for West 53rd Street. Nogelmeier has not been able to discuss the possibility of a Benefit District with the City Attorney to date but will attempt to do so soon. Stogsdill reported that he and Nogelmeier spoke with our engineering firm about the possibility of obtaining Safe Streets for All funding through the federal government. After a few meetings and some additional research it was determined that the probability of the City of Fairway receiving the funds (if they are even allocated in 2027) was, unfortunately, low. As a result, they were not recommending the City pursue that as an option. The committee agreed.

Roeland Park's Buena Vista/West 53rd Street Traffic Circle. Nogelmeier informed the Committee that Roeland Park requested approval from Fairway to reconstruct the Buena Vista/W 53rd Street intersection into a traffic circle as a part of their traffic calming measures for Buena Vista. Fairway staff had reviewed the request and supporting data from a traffic study conducted by Roeland Park and did not have any objections to the conversion. In their request for approval, Roeland Park stated that they would cover the full cost of the project and that it was anticipated to remain entirely in right-of-way.

CONTRACTS SIGNED BY CITY ADMINISTRATOR

1. Amendment #7 of the 2025-2026 CIP Projects Agreement with Burns & McDonnell for design work of the Mission Road Bridge repair. \$8,962.60

KORA REQUESTS

The Administration Department keeps a log of all Kansas Open Records Requests received. There was one request in April.

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) - Did not meet - no applications

Planning Commission (PC) met on April 27, 2026, to review 9 applications. PC approved 5606 Chadwick Rd exceptions to the side yard setback for an addition to align with the existing structure's setback and window or door openings covering 15% percent on north façade, 6105 Granada St new Single-Family Residence with exception requests to window hierarchy, 6008 Alhambra new Single-Family Residence with exception request to window hierarchy, 6235 Reinhardt Dr exception requests for window hierarchy, roof material (standing seam metal), and for garage doors to be more than 8-feet in front of the threshold of the primary entrance, 5547 Fairway Rd roof mounted solar panels, 6237 Glenfield Dr exception to greenspace requirement and waiver to the watershed analysis. PC recommends approval to the Governing Body for 4250 Shawnee Mission Parkway yard sign deviation and 4150 Shawnee Mission Parkway deviation to wall sign size and number of signs. Held a public hearing for 5815 Cherokee Dr for a Special Use Permit for a Sports Court and an exception request to the greenspace requirement, the application was continued to June 29th.

OCCUPATIONAL LICENSES

38 Occupational licenses are currently active.

DOG LICENSES

Licensing History

2026 – 492 tags issued to date. Residents notified via Focus on Fairway (January & March), two email reminders via the City Email Program, and a post card in April. Residents have been receptive to the multiple year licensing option. 10 year licenses = 9 dogs and 5 year licenses = 130 dogs

2025 – 558 tags issued.

2024 - 537 tags issued.

2023 – 541 tags issued.

2026/2027 RENTAL AND NON-OWNER-OCCUPIED DWELLING REGISTRATIONS

Staff has been preparing to launch the online portal section for 2026/2027 rental licensing.

Also, creating a Temporary World Cup Short-term rental license that will expire on 7/26/2026.

Currently, there are 14 short-term rental licenses throughout the city. Staff are continually receiving calls regarding possible short-term rentals and confirming the regulations for licensing.

BUILDING DEPARTMENT REPORT

The April report is attached. One single-family home permit issued. The monthly construction value of permits pulled was \$1,436,637.92 with a YTD total construction value of \$4,356,739.47. Permit fees collected for the month were \$23,736.40 and YTD \$60,240.80.

CODES REPORT

The April report is attached. CSO Ashcraft continually monitors and works to address open violations.

UPCOMING MEETINGS:

MEETING LOCATIONS: Fairway City Hall unless otherwise noted.

CITY COUNCIL WORKSESSION

RE: 2026 Capital Improvement Projects

Monday, May 11, 2026

5:30 p.m.

CITY COUNCIL

Monday, May 11, 2026

6:30 p.m.

PARKS AND RECREATION COMMITTEE

Monday, May 18, 2026

12:00 p.m.

BOARD OF ZONING APPEALS

RE: 5600 Belinder Rd – Administrative appeal

RE: 6118 Reinhard Dr – Variance request to encroach into the 8ft side yard setback

Monday, May 18, 2026

5:30 p.m.

PLANNING COMMISSION

Monday, May 18, 2026

6:00 p.m.

FINANCE AND ADMINISTRATION COMMITTEE

Wednesday, May 27, 2026

6:30 p.m.

Building Monthly Report

Month: 4
Year: 2026

Permit Type	Sub Type	Application Type Field	Month	Previous Month	Year	Previous Year
Building Permit	Commercial		0.00	0.00	0.00	0.00
Building Permit	Commercial	Addition/Remodel	0.00	1.00	2.00	1.00
Building Permit	Commercial	Commercial	0.00	0.00	0.00	0.00
Building Permit	Commercial	Deck	0.00	0.00	0.00	0.00
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	0.00	0.00
Building Permit	Commercial	Fence	0.00	0.00	0.00	0.00
Building Permit	Commercial	Flatwork	1.00	0.00	1.00	0.00
Building Permit	Commercial	Footing/Foundation	0.00	0.00	0.00	0.00
Building Permit	Commercial	HVAC/Mechanical	0.00	0.00	0.00	0.00
Building Permit	Commercial	Other	0.00	0.00	0.00	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	0.00	1.00
Building Permit	Commercial	Sign	0.00	0.00	1.00	0.00
Building Permit	Commercial	Solar	0.00	0.00	0.00	0.00
Building Permit	Residential		0.00	0.00	0.00	0.00
Building Permit	Residential	Accessory Structure	0.00	0.00	0.00	0.00
Building Permit	Residential	Addition/Remodel	3.00	2.00	13.00	11.00
Building Permit	Residential	Deck	0.00	1.00	1.00	1.00
Building Permit	Residential	Demolition	0.00	2.00	3.00	2.00
Building Permit	Residential	Driveway	1.00	2.00	3.00	3.00
Building Permit	Residential	Driveway and Approach	0.00	1.00	1.00	0.00
Building Permit	Residential	Electrical	1.00	1.00	5.00	5.00
Building Permit	Residential	Fence	1.00	3.00	8.00	17.00
Building Permit	Residential	Flatwork	4.00	0.00	4.00	0.00
Building Permit	Residential	Footing/Foundation	0.00	0.00	0.00	0.00
Building Permit	Residential	Foundation Shoring	0.00	1.00	1.00	1.00
Building Permit	Residential	Generator	3.00	2.00	10.00	5.00
Building Permit	Residential	HVAC/Mechanical	5.00	4.00	15.00	6.00
Building Permit	Residential	New SFR	2.00	1.00	5.00	2.00
Building Permit	Residential	Other	0.00	0.00	1.00	4.00
Building Permit	Residential	Patio	1.00	0.00	1.00	2.00
Building Permit	Residential	Permit Renewal	0.00	0.00	0.00	0.00
Building Permit	Residential	Plumbing	3.00	0.00	3.00	2.00
Building Permit	Residential	Pool/Spa	0.00	0.00	0.00	2.00

Building Permit	Residential	Right-of-Way	0.00	0.00	0.00	0.00
Building Permit	Residential	Roof	3.00	5.00	12.00	20.00
Building Permit	Residential	Siding	3.00	0.00	3.00	3.00
Building Permit	Residential	Sign	0.00	0.00	0.00	0.00
Building Permit	Residential	Solar	1.00	0.00	1.00	0.00
Building Permit	Residential	Special Use Permit	1.00	0.00	1.00	0.00
Building Permit	Residential	Storage Shed	1.00	0.00	1.00	0.00
Grand Total Issued:			34.00	26.00	96.00	88.00
Scheduled Inspections			84.00	61.00	259.00	203.00
Building Code Complaints			18.00	11.00	42.00	54.00
Plans Reviewed			8.00	10.00	43.00	70.00
Construction Valuation			1,436,637.92	1,079,795.58	4,356,739.47	3,141,103.69
Fees Collected			23,736.40	10,765.90	60,240.80	42,394.21

Code Report

Violation Date Begin: 04/01/2026

Violation Date End: 04/30/2026

File#	Address	Violation Code	Violation Short Description	Date of Violation
26-000439	5925 BUENA VISTA ST	FWYMC 6-55 (6) IPMC 303.7	Roofs and drainage	04/01/2026
26-000474	5401 CHADWICK RD	IPMC 303.8	Decorative features	04/10/2026
26-000475	5622 FAIRWAY RD	FWYMC 6-55 (6) IPMC 303.7	Roofs and drainage	04/10/2026
26-000475	5622 FAIRWAY RD	IPMC 302.7	Accessory Structures	04/10/2026
26-000475	5622 FAIRWAY RD	IPMC 303.11	Chimneys and towers	04/10/2026
26-000477	5308 BELINDER RD	FWYMC 6-22	Inoperative vehicle or equipment	04/10/2026
26-000481	6101 BUENA VISTA ST	FWYMC 11-61	Dead or Diseased Tree Removal	04/13/2026
26-000493	6143 GRANADA ST	IPMC 305.2	Rubbish or Garbage-Disposal of rubbish	04/14/2026
26-000508	5915 CATALINA ST	FWYMC 12-31	Solid Waste-Storage	04/16/2026
26-000508	5915 CATALINA ST	IPMC 305.1	Rubbish or Garbage-Accumulation	04/16/2026
26-000517	6225 MISSION RD	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	04/20/2026
26-000517	6225 MISSION RD	IPMC 305.1	Rubbish or Garbage-Accumulation	04/20/2026
26-000517	6225 MISSION RD	Sec. 6-24	Outside lighting	04/20/2026
26-000520	4105 W 62ND ST	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	04/20/2026
26-000520	4105 W 62ND ST	IPMC [F] 304.3	Premise identification	04/24/2026
26-000521	4631 W 62ND TER	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	04/20/2026

**FINANCE REPORT
FOR APRIL 2026**

APRIL 2026 CASH AND CERTIFICATES OF DEPOSIT

The final General Fund Cash balance for April was **\$1,752,732.47.**

The final General Fund Money Market account balance was **\$52,716.79.**

The final balance for the General Fund Reserve CDs for April 2026 was **\$429,359.34.**

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

The final balance of the General Fund Reserve for April 2026 was **\$360,789.95.**

The Administration and Finance Committee meet on April 29, 2026.

2027 Budget Goals. The committee discussed goals for developing the 2027 Budget for both the General Fund and the CIP Fund. There was a consensus of including a 4% merit pool for salary increases. In addition, the committee is recommending a Property Tax Rebate Program for 2027 for residents who would meet the eligibility criteria. Development of the 2027 fund budgets will begin in earnest in the coming weeks with an anticipated first review of the full budget at the June Administration & Finance Committee Meeting.

Cash flow summary and sales tax summaries. The sales tax distribution for April was \$204,478.39 which is below the budgeted average of \$215,416.67 but anticipated based on historical data for April. The March Cash Flow report shows expenses are slightly below budget while revenues are slightly above budget.

**The next Administration & Finance Committee meeting is scheduled for May 27, 2026 at 6:30
p.m.**

ATTACHMENTS

- April Financials

MONTHLY FINANCIAL STATEMENTS

CITY OF FAIRWAY

APRIL 2026

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
April 30

		2026	2025
Assets			
Cash			
Cash in General Checking - Pooled			
1010.000	General Fund	\$ 1,752,732.47	\$ 1,546,747.57
1010.000	General Fund Reserves*	(68,569.39)	(68,569.39)
1010.000	Special Highway Fund	89,012.62	99,387.31
1010.000	Storm Water Utility Fund	678,933.81	476,111.82
1010.000	Debt Service Fund	208,417.58	209,403.96
1010.000	2014 Sales Tax Fund	119,527.21	427,272.60
1010.000	Equipment Reserve Fund	1,010,000.00	910,000.00
1010.000	Shawnee Indian Mission Fund	14,540.71	17,269.00
1010.000	Special Parks & Recreation Fund	7,437.19	5,042.42
1010.000	Fairway Tree Fund	7,449.00	14,949.00
1010.000	Federal Grant Fund	-	-
1010.000	55th Street CID	10,235.68	2,577.76
1010.000	Fieldson TIF Fund	34,545.39	-
1010.000	Drug Tax Fund	1.00	1.00
1010.000	Capital Improvement Funds	1,941,039.18	2,054,534.82
1010.000	Future Police Facility Fund	541,596.46	565,248.96
1010.000	Parks & Recreation Enhancement Fund	40,023.00	-
	Total Cash in General Checking - Pooled	6,386,921.91	6,259,976.83
Cash in Other Accounts			
1131.000	General Fund Money Market Account	52,716.79	52,176.68
1132.000	CD - GF Reserves (FNB 0826)	54,736.29	54,658.65
1133.000	CD - GF Reserves (FNB 0031)	145,131.42	144,984.35
1134.000	CD - GF Reserves (FNB 0827)	109,551.50	109,396.11
1135.000	CD - GF Reserves (FNB 0828)	119,940.13	119,745.72
1112.000	Court Bond Cash	14,994.80	12,494.80
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	502,030.34	498,415.72
	Total Cash	6,888,952.25	6,758,392.55
Other Current Assets			
1121.000	Taxes Receivable	3,418,920.27	3,418,920.27
1122.000	Drain Removal Reimbursement	685.68	685.68
1127.000	Prepaid Expenses	69,020.87	142,321.22
1125,1126,1129	Accounts Receivable	164,707.51	164,707.51
	Total Other Current Assets	3,653,334.33	3,726,634.68
	Total Assets	\$ 10,542,286.58	\$ 10,485,027.23

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

City of Fairway
Statement of Fund Balance
April 30

		2026	2025
Liabilities & Fund Balance			
Current Liabilities			
2005.000	Accounts Payable	\$ 158,461.76	\$ 183,523.58
2030.000	Accounts Payable Payroll	67,750.76	67,750.76
2040.000	Insurance Settlement	4,806.16	4,806.16
2045.000	Federal Grant Unearned Revenue	-	-
2110.2111	Court Bond Liability	14,008.05	11,508.05
2115.000	Police Property & Evidence	5,269.41	5,269.41
2116.000	State Court Costs	10,767.89	10,235.89
2117.000	State Judge's Training Fee	(175.50)	(199.50)
2118.000	State DL Reinstatement	454.62	454.62
2119.000	State Community Correction Fund	(425.00)	(425.00)
2120.000	Seatbelt Safety Fund	120.00	100.00
2125.000	Collection Fees Payable	124.47	124.47
2130.000	Federal Withholding Payable	28,758.54	-
2140.000	Kansas Withholding Payable	10,115.00	4,179.00
2180.000	Retirement - Employee	1,525.68	1,525.70
2190.000	Group Life	98.93	109.60
2200.000	Dental Withholding	(389.66)	(389.66)
2210.000	Health Insurance	(2,993.17)	(2,993.17)
2211.000	HSA	(1,260.39)	(1,644.14)
2212.000	Short Term Disability	(2,850.96)	(2,831.45)
2213.000	FSA 125 Plan	(3,215.98)	(3,216.08)
2214.000	Supplemental Insurance	4,148.31	4,806.36
2215.000	Vision Insurance	246.62	246.62
2216.000	CID Legal	(4,165.12)	(21,579.82)
2217.000	4210/4220 Development	4,145.10	14,171.50
2218.000	2820 W. 53rd CID	(34,549.97)	-
2220.000	Garnishments	-	-
	Total Current Liabilities	260,775.55	275,532.90
Other Liabilities			
2300.000	Deferred Revenue - Bond & Interest Fund	140,812.00	140,812.00
2400.000	Deferred Revenue - General Fund	2,890,333.51	2,890,333.51
	Total Other Liabilities	3,031,145.51	3,031,145.51
Fund Balance			
2500.100	Fund Balance - General Fund	2,105,276.69	1,949,214.41
2500.110	Fund Balance - General Fund Reserves	360,789.95	360,215.44
2500.520	Fund Balance Designated - Special Highway	116,847.89	127,222.58
2500.540	Fund Balance Designated - Storm Water	669,463.46	462,921.82
2500.660	Fund Balance Designated - Bond & Interest	245,612.60	246,598.98
2500.665	Fund Balance Designated - Sales Tax Fund	193,916.93	501,662.32
2500.750	Fund Balance Designated - Equipment Reserve	1,010,000.00	910,000.00
2500.770	Fund Balance Designated - Special Parks & Recreation	7,437.19	5,042.42
2500.760	Fund Balance Designated - Shawnee Indian Mission	11,923.97	14,692.85
2500.780	Fund Balance Designated - Fairway Tree Fund	7,449.00	14,949.00
2500.800	Fund Balance Designated - Federal Grant Fund	-	-
2500.825	Fund Balance Designated - 55th Street CID Fund	15,115.68	7,457.76
2500.830	Fund Balance Designated - Fieldson TIF Fund	34,545.39	-
2500.880	Fund Balance Designated - Drug Tax	1.00	1.00
2500.900	Fund Balance Designated - Capital Improvement Funds	1,920,739.42	2,021,641.39
2500.904	Fund Balance Designated - Future Police Facility Fund	541,596.35	556,728.85
2500.908	Fund Balance Designated - Parks & Recreation Enhancement Fund	9,650.00	-
	Total Fund Balance	7,250,365.52	7,178,348.82
	Total Liabilities & Fund Balance	\$ 10,542,286.58	\$ 10,485,027.23

City of Fairway
Subsidiary Schedule - Cash Balances
For the 4 Months Ended April 30, 2026

	12/31/2025 Balance	2026 Activity		4/30/2026 Balance
		Receipts	Disbursements	
Funds Pooled in General Checking				
1010 General Fund	\$ 565,891.11	\$ 3,145,338.77	\$ 1,958,497.41	\$ 1,752,732.47
1010 General Fund Reserves	(68,569.39)	-	-	(68,569.39)
1010 Special Highway Fund	33,422.32	55,590.30	-	89,012.62
1010 Storm Water Utility Fund	374,701.12	313,234.19	9,001.50	678,933.81
1010 Debt Service Fund	79,112.57	157,011.01	27,706.00	208,417.58
1010 2014 Sales Tax Fund	144,219.57	143,288.43	167,980.79	119,527.21
1010 Equipment Reserve Fund	1,010,000.00	-	-	1,010,000.00
1010 Shawnee Indian Mission Fund	6,076.68	59,677.00	51,212.97	14,540.71
1010 Special Parks & Recreation Fund	6,799.06	638.13	-	7,437.19
1010 Fairway Tree Fund	14,949.00	1,500.00	9,000.00	7,449.00
1010 Federal Grant Fund	-	-	-	-
1010 55th Street CID	13,421.38	10,235.68	13,421.38	10,235.68
1010 Fieldson TIF Fund	-	34,545.39	-	34,545.39
1010 Drug Tax Fund	1.00	-	-	1.00
1010 Capital Improvement Funds	2,031,625.62	71,644.22	162,230.66	1,941,039.18
1010 Future Police Facility Fund	541,596.46	-	-	541,596.46
1010 Parks & Recreation Enhancement Fund	25,000.00	15,023.00	-	40,023.00
Total Funds Pooled in General Checking	4,778,246.50	4,007,726.12	2,399,050.71	6,386,921.91
Funds Held in Other Accounts				
1131 General Fund Money Market Account	52,552.46	164.33	-	52,716.79
1132 Certificate of Deposit - GF Reserves	54,697.57	38.72	-	54,736.29
1133 Certificate of Deposit - GF Reserves	145,095.14	36.28	-	145,131.42
1134 Certificate of Deposit - GF Reserves	109,473.99	77.51	-	109,551.50
1135 Certificate of Deposit - GF Reserves	119,843.15	96.98	-	119,940.13
1112 Court Bond Cash	12,294.80	8,416.00	5,716.00	14,994.80
1113 Police Property & Evidence	4,790.41	-	-	4,790.41
1111,1128 Petty Cash	169.00	-	-	169.00
Total Cash	\$ 5,277,163.02	\$ 4,016,555.94	\$ 2,404,766.71	\$ 6,888,952.25

City of Fairway
Statement of Activities
Year-to-Date Fund Summary
For the 4 Months Ended April 30, 2026

	General Fund	General Fund Reserves	Special Highway Fund	Storm Water Utility Fund	Debt Service Fund	2014 Sales Tax Fund	Equipment Reserve Fund	Shawnee Indian Mission Fund	Special Parks & Recreation Fund	Fairway Tree Fund	Federal Grant Fund	5th Street CID	Fieldson TIF Fund	Drug Tax Fund	Capital Improvement Funds	Future Police Facility Fund	Parks & Recreation Enhancement Fund	Total Funds
Cash Carryforward	\$ 618,443.57	\$ 360,540.46	\$ 33,422.32	\$ 374,701.12	\$ 78,112.57	\$ 144,219.57	\$ 1,010,000.00	\$ 6,076.68	\$ 6,799.06	\$ 14,949.00	\$ -	\$ 13,421.38	\$ -	\$ 1.00	\$ 2,031,625.62	\$ 541,596.46	\$ 25,000.00	\$ 5,259,908.81
Revenue																		
Assessment Revenue	3,117,234.63	-	55,590.30	313,234.19	157,011.01	143,288.43	-	-	638.13	-	-	10,235.68	34,545.39	-	71,644.22	-	-	3,903,421.98
Other Income	36,684.47	249.49	-	-	-	-	-	43,677.00	-	1,500.00	-	-	-	-	-	-	15,023.00	97,133.96
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer of Funds	-	-	-	-	-	-	-	16,000.00	-	-	-	-	-	-	-	-	-	16,000.00
Total Revenue	3,153,919.10	249.49	55,590.30	313,234.19	157,011.01	143,288.43	-	59,677.00	638.13	1,500.00	-	10,235.68	34,545.39	-	71,644.22	-	15,023.00	4,016,555.94
Total Revenue & Cash Carryforward	3,772,362.67	360,789.95	89,012.62	687,935.31	236,123.58	287,508.00	1,010,000.00	65,753.68	7,437.19	16,449.00	-	23,657.06	34,545.39	1.00	2,103,269.84	541,596.46	40,023.00	9,276,464.75
Expenditures																		
Administration	526,766.18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	526,766.18
Police	745,296.41	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	745,296.41
Public Works	367,524.64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	367,524.64
Court	51,119.96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	51,119.96
Parks & Recreation	265,717.98	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	265,717.98
Projects	-	-	-	9,470.35	-	86,472.01	-	-	-	-	-	-	-	-	121,202.79	-	30,373.00	247,518.15
Programs	-	-	-	-	-	-	-	49,824.77	-	-	-	-	-	-	-	-	-	49,824.77
Payments	-	-	-	9,001.50	27,706.00	22,387.50	-	-	-	-	-	-	-	-	32,579.80	-	-	91,674.80
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	13,421.38	-	-	-	-	-	13,421.38
Contingency	16,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,000.00
Total Expenditures	1,972,425.17	-	-	18,471.85	27,706.00	108,859.51	-	49,824.77	-	-	-	13,421.38	-	-	153,782.59	-	30,373.00	2,374,864.27
Change in Fund Balance																		
After Cash Carryforward	1,799,937.50	360,789.95	89,012.62	669,463.46	208,417.58	178,648.49	1,010,000.00	15,928.91	7,437.19	16,449.00	-	10,235.68	34,545.39	1.00	1,949,487.25	541,596.46	9,650.00	6,901,600.48
Change in Fund Balance																		
Before Cash Carryforward	1,181,493.93	249.49	55,590.30	294,762.34	129,305.01	34,428.92	-	9,852.23	638.13	1,500.00	-	(3,185.70)	34,545.39	-	(82,138.37)	-	(15,350.00)	1,641,691.67
Beginning Fund Balance	923,782.73	360,540.49	61,257.59	374,701.12	116,307.59	159,488.01	1,010,000.00	2,071.74	6,799.06	5,949.00	-	18,301.38	-	1.00	2,002,877.79	541,596.35	25,000.00	5,608,673.85
Ending Fund Balance	\$ 2,105,276.66	\$ 360,789.98	\$ 116,847.89	\$ 669,463.46	\$ 245,612.60	\$ 193,916.93	\$ 1,010,000.00	\$ 11,923.97	\$ 7,437.19	\$ 7,449.00	\$ -	\$ 15,115.68	\$ 34,545.39	\$ 1.00	\$ 1,920,739.42	\$ 541,596.35	\$ 9,650.00	\$ 7,250,365.52

City of Fairway
Statement of Activities
General Operating Fund
For the 4 Months Ended April 30, 2026

			Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
Revenues								
4000	.100	Cash Carryforward	\$ -	\$ 618,443.57	\$ 345,000.00	\$ 345,000.00	\$ (273,443.57)	-79.3%
4005	.100	Advalorem Tax	-	1,764,776.12	1,800,000.00	2,982,329.00	1,217,552.88	40.8%
4010	.100	Back Tax	-	9,056.33	-	-	(9,056.33)	N/A
4020	.100	Local Sales Tax	61,527.43	286,576.86	260,000.00	780,000.00	493,423.14	63.3%
4030	.100	County/State Sales Tax	56,529.54	249,573.89	236,666.68	710,000.04	460,426.15	64.8%
4040	.100	County Special Sales Tax	11,305.94	49,914.90	46,666.68	140,000.04	90,085.14	64.3%
4045	.100	County Public Safety Sales Tax	11,305.86	49,914.59	46,666.68	140,000.04	90,085.45	64.3%
4050	.100	Motor Vehicle Tax	-	58,726.12	54,000.00	205,605.00	146,878.88	71.4%
4060	.100	Rec Vehicle Tax/Commercial Vehicle Tax	-	308.18	158.00	258.00	(50.18)	-19.4%
4066	.100	Building Permits	24,526.40	58,901.90	58,333.32	174,999.96	116,098.06	66.3%
4068	.100	Occ Lic/CMB Lic	-	211.88	960.00	7,500.00	7,288.12	97.2%
4069	.100	Rental Licenses/Inspection	-	2,769.00	1,890.00	27,600.00	24,831.00	90.0%
4070	.100	Franchise Tax - KCP&L	12,600.93	57,998.03	39,000.00	180,000.00	122,001.97	67.8%
4080	.100	Franchise Tax - Gas Service	35,757.78	68,564.29	51,000.00	90,000.00	21,435.71	23.8%
4090	.100	Franchise Tax - AT&T	38.00	172.00	3,290.00	5,000.00	4,828.00	96.6%
4100	.100	Franchise Tax - TimeWarner	865.60	1,863.69	5,000.00	20,000.00	18,136.31	90.7%
4110	.100	Franchise Tax - Surewest	-	3,807.95	550.00	1,000.00	(2,807.95)	-280.8%
4115	.100	Franchise Tax - Google	237.10	5,131.09	-	-	(5,131.09)	N/A
4120	.100	Franchise Tax - MCI Metro	-	-	3,750.00	15,000.00	15,000.00	100.0%
4121	.100	Franchise Tax - Level 3 Telecom of KC	-	-	-	-	-	N/A
4200	.100	Dog Licenses	8,875.00	22,345.00	10,200.00	16,000.00	(6,345.00)	-39.7%
4290	.100	Ordinance Violation Assessment	-	-	-	-	-	N/A
4300	.100	Alarm Fees	80.00	90.00	300.00	500.00	410.00	82.0%
4340	.100	City Solid Waste and Recycling	-	223,956.51	216,000.00	360,000.00	136,043.49	37.8%
4350	.100	Local Alcoholic Liquor	-	638.12	500.00	2,000.00	1,361.88	68.1%
4400	.100	55th Street CID	134.22	134.22	170.00	350.00	215.78	61.7%
4450	.100	4210 TIF District Fees	-	-	-	118,342.00	118,342.00	100.0%
4500	.100	Pool Membership Fees	14,786.00	39,652.00	55,000.00	130,000.00	90,348.00	69.5%
4550	.100	Pool Gate Fees	-	-	-	95,000.00	95,000.00	100.0%
4570	.100	P&R Programming	6,200.00	55,722.50	68,000.00	101,000.00	45,277.50	44.8%
4575	.100	Special Events	-	(40.00)	700.00	5,000.00	5,040.00	100.8%
4580	.100	P&R - Super Pass	1,290.00	2,520.00	4,000.00	10,000.00	7,480.00	74.8%
4590	.100	Facility Rental Fees	4,796.53	27,380.06	35,500.00	102,000.00	74,619.94	73.2%
4595	.100	Sponsorships/Donations	-	-	-	500.00	500.00	100.0%
4600	.100	Pool Concessions	-	-	-	68,000.00	68,000.00	100.0%
4650	.100	Swim Team Revenues	3,561.30	11,171.30	15,100.00	21,000.00	9,828.70	46.8%
4700	.100	Court Fines	13,286.00	47,623.60	46,666.68	140,000.04	92,376.44	66.0%
4701	.100	Bond Forfeits	-	-	-	-	-	N/A
4705	.100	Returned Check Fees	-	30.00	-	-	(30.00)	N/A
4710	.100	Court Costs	4,623.00	15,384.50	10,000.00	30,000.00	14,615.50	48.7%
4715	.100	Insurance Settlement	-	-	-	-	-	N/A
4720	.100	Driver License Reinstatement	-	-	-	-	-	N/A
4725	.100	Fingerprinting Services	685.00	2,360.00	1,000.00	3,000.00	640.00	21.3%
4730	.100	Right of Way Permits	1,300.00	3,300.00	4,900.00	12,000.00	8,700.00	72.5%
4740	.100	Interest on Investments	5,042.12	19,608.02	26,666.68	80,000.04	60,392.02	75.5%
4750	.100	Record Copying	41.00	162.53	250.00	750.00	587.47	78.3%
4755	.100	Trash Bag Tags	50.00	276.00	66.68	200.04	(75.96)	-38.0%
4760	.100	Miscellaneous	13,273.00	13,292.92	5,000.00	15,000.00	1,707.08	11.4%
4765	.100	City Logo Product Sales	45.00	45.00	-	25.00	(20.00)	-80.0%
Total Revenues			292,762.75	3,772,362.67	3,452,951.40	7,134,959.20	3,362,596.53	47.1%

City of Fairway
Statement of Activities
General Operating Fund
For the 4 Months Ended April 30, 2026

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
Expenditures							
Administration							
5010 .411	Salaries	54,518.24	161,239.84	164,106.00	474,087.00	312,847.16	66.0%
5030 .411	Payroll Taxes-Employer	5,499.62	16,561.34	12,586.86	36,362.04	19,800.70	54.5%
5090 .411	Retirement	8,725.17	26,665.58	21,283.68	69,171.96	42,506.38	61.5%
5220 .411	License Fees	48.00	9,431.36	17,300.00	23,500.00	14,068.64	59.9%
5230 .411	Utilities	1,559.15	7,546.61	11,750.00	35,000.00	27,453.39	78.4%
5250 .411	Insurance	1,062.96	38,298.34	36,800.00	226,200.00	187,901.66	83.1%
5260 .411	Health Insurance	5,570.90	22,283.60	30,331.68	90,995.04	68,711.44	75.5%
5290 .411	Animal Care	-	9,559.95	2,000.00	22,000.00	12,440.05	56.5%
5310 .411	Accounting	3,600.00	13,500.00	18,000.00	65,000.00	51,500.00	79.2%
5320 .411	Consultant/Engineering	-	1,500.00	-	28,000.00	26,500.00	94.6%
5330 .411	Building Maintenance	(702.97)	7,069.96	6,666.68	20,000.04	12,930.08	64.7%
5340 .411	Publications	125.41	247.68	200.00	4,100.00	3,852.32	94.0%
5350 .411	Legal Fees	6,149.15	23,468.15	43,333.32	129,999.96	106,531.81	81.9%
5360 .411	Printing/Newsletter	-	3,975.61	4,600.00	10,000.00	6,024.39	60.2%
5370 .411	Equipment Maintenance & Licenses	465.74	1,434.35	13,333.32	39,999.96	38,565.61	96.4%
5380 .411	Training/Membership	3,475.75	17,242.75	16,042.02	32,550.00	15,307.25	47.0%
5390 .411	Election	-	-	-	-	-	N/A
5400 .411	Special Assistance	-	1,000.00	2,000.00	2,000.00	1,000.00	50.0%
5410 .411	Civil Defense Siren	26.20	109.20	131.09	450.00	340.80	75.7%
5420 .411	Reimbursed Expenditures	500.00	2,000.00	300.00	500.00	(1,500.00)	-300.0%
5430 .411	Mayor/Councilmembers	1,700.00	6,800.00	6,800.00	20,400.00	13,600.00	66.7%
5470 .411	City Solid Waste and Recycling	31,307.50	125,230.00	125,230.00	375,690.00	250,460.00	66.7%
5605 .411	Maintenance	-	-	-	-	-	N/A
5610 .411	Operating Supplies	-	-	-	-	-	N/A
5700 .411	Office Supplies	201.40	785.84	2,200.00	6,050.00	5,264.16	87.0%
5718 .411	Credit Card Fees	579.03	2,117.20	2,433.32	7,299.96	5,182.76	71.0%
5720 .411	Miscellaneous	108.83	128.27	664.00	2,000.00	1,871.73	93.6%
5725 .411	Ordinance Violation Assessment	-	-	-	-	-	N/A
5730 .411	Postage	-	2,070.00	3,800.00	9,000.00	6,930.00	77.0%
5850 .411	Publicity/Memberships	-	-	-	-	-	N/A
5900 .411	Capital Outlay	22,036.55	22,036.55	36,000.00	36,000.00	13,963.45	38.8%
5940 .411	Debt Service - GO Bonds 2010 & 2012	-	-	-	-	-	N/A
5951 .411	Contingency	-	4,464.00	66,666.68	200,000.04	195,536.04	97.8%
5960 .411	75th Anniversary Celebration	-	-	-	-	-	N/A
Total Administration		146,556.63	526,766.18	644,558.65	1,966,356.00	1,439,589.82	73.2%
Police							
5010 .412	Salaries	151,305.68	425,024.18	370,248.00	1,069,604.00	644,579.82	60.3%
5020 .412	Overtime	2,583.75	5,786.07	13,846.12	40,000.00	34,213.93	85.5%
5030 .412	Payroll Taxes-Employer	10,241.08	29,269.49	29,383.26	84,885.00	55,615.51	65.5%
5090 .412	Retirement	33,183.82	104,065.89	99,864.34	288,497.00	184,431.11	63.9%
5200 .412	Uniforms	26.70	1,170.40	4,250.00	9,000.00	7,829.60	87.0%
5220 .412	License Fees	-	2,275.00	-	8,522.00	6,247.00	73.3%
5230 .412	Utilities	162.95	5,793.88	8,300.00	25,000.00	19,206.12	76.8%
5250 .412	Insurance	-	-	-	-	-	N/A
5260 .412	Health Insurance	12,250.20	50,100.80	49,175.32	147,526.00	97,425.20	66.0%
5300 .412	Pest Control	-	-	-	-	-	N/A
5330 .412	Building Maintenance	651.74	3,867.53	8,000.00	18,200.00	14,332.47	78.7%
5350 .412	Legal Fees	-	-	-	-	-	N/A
5360 .412	Printing/Newsletter	38.95	408.98	1,100.00	3,500.00	3,091.02	88.3%
5370 .412	Equipment Maintenance & Licenses	-	-	-	-	-	N/A
5380 .412	Training/Membership	1,434.54	6,742.05	11,000.00	25,000.00	18,257.95	73.0%
5381 .412	Dues/Membership	100.00	552.89	2,900.00	4,000.00	3,447.11	86.2%
5395 .412	Range/Ammunition	-	-	1,000.00	2,500.00	2,500.00	100.0%
5455 .412	Computer	830.00	4,987.36	8,000.00	27,071.00	22,083.64	81.6%
5475 .412	Equipment Purchase	130.27	713.33	4,500.00	15,000.00	14,286.67	95.2%
5480 .412	Radio/Radar	-	75.00	1,000.00	3,000.00	2,925.00	97.5%
5500 .412	Contract Services	5,138.84	13,562.73	22,000.00	42,000.00	28,437.27	67.7%
5670 .412	Prisoner Care	3,000.00	4,105.00	2,958.00	5,916.00	1,811.00	30.6%
5700 .412	Office Supplies	266.94	1,156.76	2,200.00	6,750.00	5,593.24	82.9%
5715 .412	Photography	-	-	-	-	-	N/A

City of Fairway
Statement of Activities
General Operating Fund
For the 4 Months Ended April 30, 2026

			Unencumbered				
	Current Month	Year to Date	Budget to Date	Annual Budget	Balance	% Remaining	
5720 .412	Miscellaneous	-	698.24	500.00	2,500.00	1,801.76	72.1%
5780 .412	Car Expense	2,806.71	9,619.67	13,298.00	45,582.00	35,962.33	78.9%
5875 .412	Capital Projects	-	-	-	-	-	N/A
5900 .412	Capital Outlay	-	75,321.16	85,000.00	85,000.00	9,678.84	11.4%
5910 .412	Transfer of Funds	-	-	-	-	-	N/A
5911 .412	Transfer to Equipment Rsv.	-	-	-	-	-	N/A
5960 .412	75th Anniversary Celebration	-	-	-	-	-	N/A
Total Police		224,152.17	745,296.41	738,523.04	1,959,053.00	1,213,756.59	62.0%
Public Works							
5010 .413	Salaries	56,403.88	161,936.63	162,900.00	470,600.00	308,663.37	65.6%
5020 .413	Overtime	92.94	4,037.30	13,050.00	22,113.00	18,075.70	81.7%
5030 .413	Payroll Taxes-Employer	3,895.85	11,824.54	13,460.18	37,415.13	25,590.59	68.4%
5090 .413	Retirement	8,440.71	26,346.47	25,360.25	69,197.37	42,850.90	61.9%
5200 .413	Uniforms	762.00	2,821.06	2,500.00	2,500.00	(321.06)	-12.8%
5220 .413	License Fees	-	-	-	-	-	N/A
5230 .413	Utilities	3,055.18	11,055.00	8,500.00	25,500.00	14,445.00	56.6%
5260 .413	Health Insurance	10,149.00	40,596.00	42,467.00	127,401.00	86,805.00	68.1%
5320 .413	Consultant/Engineering	-	8,268.90	15,700.00	32,500.00	24,231.10	74.6%
5330 .413	Building Maintenance	1,543.13	2,544.20	1,000.00	3,000.00	455.80	15.2%
5370 .413	Equipment Maintenance & Licenses	200.96	6,451.35	4,500.00	15,000.00	8,548.65	57.0%
5380 .413	Training/Membership	1,213.40	2,466.40	5,650.00	7,000.00	4,533.60	64.8%
5420 .413	Reimbursed Expenditures	-	-	-	-	-	N/A
5472 .413	Equipment Rental	-	-	1,000.00	3,000.00	3,000.00	100.0%
5510 .413	Tree Board	-	-	-	21,000.00	21,000.00	100.0%
5520 .413	Salt	-	-	15,000.00	21,500.00	21,500.00	100.0%
5550 .413	Street Repair	-	-	10,000.00	20,000.00	20,000.00	100.0%
5570 .413	Tree Expense	2,150.00	33,643.47	58,400.00	114,000.00	80,356.53	70.5%
5580 .413	Street Lights	10,092.51	40,072.07	48,166.64	144,500.00	104,427.93	72.3%
5585 .413	Crack Sealing	-	-	-	-	-	N/A
5700 .413	Office Supplies	9.97	864.62	550.00	1,650.00	785.38	47.6%
5720 .413	Miscellaneous	-	70.05	116.00	350.00	279.95	80.0%
5760 .413	Dump Fees	507.75	3,384.00	2,725.00	10,000.00	6,616.00	66.2%
5770 .413	Materials/Supplies	2,296.24	6,760.59	7,150.00	22,000.00	15,239.41	69.3%
5780 .413	Car Expense	1,412.32	4,239.58	7,700.00	21,000.00	16,760.42	79.8%
5783 .413	Lease/Purchase Payments	-	-	-	-	-	N/A
5800 .413	Street Signs	-	142.41	1,168.00	3,500.00	3,357.59	95.9%
5900 .413	Capital Outlay	-	-	15,000.00	15,000.00	15,000.00	100.0%
5910 .413	Transfer of Funds	-	-	30,000.00	30,000.00	30,000.00	100.0%
5940 .413	Debt Service - GO Bonds 2010 & 2012	-	-	-	-	-	N/A
5960 .413	75th Anniversary Celebration	-	-	-	-	-	N/A
Total Public Works		102,225.84	367,524.64	492,063.07	1,239,726.50	872,201.86	70.4%

City of Fairway
Statement of Activities
General Operating Fund
For the 4 Months Ended April 30, 2026

			Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
Court								
5010 .414	Salaries		11,052.60	34,057.16	31,506.00	92,644.00	58,586.84	63.2%
5020 .414	Overtime		-	-	-	-	-	N/A
5030 .414	Payroll Taxes-Employer		831.63	2,549.84	1,976.00	5,711.00	3,161.16	55.4%
5090 .414	Retirement		1,202.13	3,971.14	3,351.08	10,891.00	6,919.86	63.5%
5260 .414	Health Insurance		889.10	3,556.40	3,682.68	11,048.04	7,491.64	67.8%
5350 .414	Legal Fees		2,252.70	6,062.70	7,584.00	22,752.00	16,689.30	73.4%
5381 .414	Dues/Membership		-	75.00	250.00	2,300.00	2,225.00	96.7%
5640 .414	Driver License Reinstatement		-	-	-	-	-	N/A
5660 .414	Law Enforcement Training		-	-	-	-	-	N/A
5670 .414	Prisoner Care		-	-	250.00	1,200.00	1,200.00	100.0%
5700 .414	Office Supplies		376.00	847.72	500.00	1,500.00	652.28	43.5%
5720 .414	Miscellaneous		-	-	166.68	500.04	500.04	100.0%
5960 .414	75th Anniversary Celebration		-	-	-	-	-	N/A
Total Court			16,604.16	51,119.96	49,266.44	148,546.08	97,426.12	65.6%
Parks & Recreation								
5010 .415	Salaries		49,941.48	122,073.00	112,500.00	620,016.00	497,943.00	80.3%
5020 .415	Overtime		-	-	-	-	-	N/A
5030 .415	Payroll Taxes-Employer		3,163.58	7,354.27	8,606.25	47,432.00	40,077.73	84.5%
5090 .415	Retirement		4,994.17	14,901.74	14,090.89	40,707.00	25,805.26	63.4%
5200 .415	Uniforms		-	325.00	5,300.00	9,000.00	8,675.00	96.4%
5230 .415	Utilities		1,503.54	8,044.86	8,400.00	45,000.00	36,955.14	82.1%
5260 .415	Health Insurance		3,272.50	13,090.00	13,400.32	40,200.96	27,110.96	67.4%
5380 .415	Training/Membership		5,055.79	13,165.43	10,700.00	18,600.00	5,434.57	29.2%
5420 .415	Reimbursed Expenditures		-	774.74	3,500.00	5,100.00	4,325.26	84.8%
5605 .415	Maintenance		7,614.52	18,015.91	7,500.00	36,530.00	18,514.09	50.7%
5610 .415	Operating Supplies		(915.21)	13,005.82	4,400.00	12,500.00	(505.82)	-4.0%
5630 .415	Taxes		-	694.64	1,425.00	12,500.00	11,805.36	94.4%
5700 .415	Office Supplies		-	-	-	-	-	N/A
5718 .415	Credit Card Fees		2,674.42	3,445.64	3,250.00	8,000.00	4,554.36	56.9%
5720 .415	Miscellaneous		-	34.88	50.00	200.00	165.12	82.6%
5820 .415	Chemicals		-	-	2,500.00	22,000.00	22,000.00	100.0%
5830 .415	Landscaping		2,183.50	13,295.50	2,750.00	24,000.00	10,704.50	44.6%
5840 .415	Facility Rental Supplies		1,762.07	8,722.93	5,800.00	16,000.00	7,277.07	45.5%
5850 .415	Publicity/Memberships		179.40	5,900.32	6,250.00	12,200.00	6,299.68	51.6%
5860 .415	Swim Team Expenditures		-	(2,500.00)	1,100.00	5,000.00	7,500.00	150.0%
5870 .415	Concession Supplies		3,100.29	3,320.27	1,900.00	49,000.00	45,679.73	93.2%
5900 .415	Capital Outlay		(2,658.54)	17,021.28	37,000.00	37,000.00	19,978.72	54.0%
5920 .415	Concerts/Programming		949.00	2,407.34	3,100.00	29,000.00	26,592.66	91.7%
5925 .415	Transfer to SIM Fund		-	-	-	-	-	N/A
5926 .415	Transfer to Park & Rec Enhancement Fund		-	-	25,000.00	25,000.00	25,000.00	100.0%
5931 .415	Special Events		201.83	2,624.41	1,950.00	7,000.00	4,375.59	62.5%
5960 .415	75th Anniversary Celebration		-	-	-	-	-	N/A
Total Parks & Recreation			83,022.34	265,717.98	280,472.46	1,121,985.96	856,267.98	76.3%
Interfund Transfers								
5910 .420	Transfer of Funds		-	-	-	429,910.00	429,910.00	100.0%
5911 .420	Transfer to Equipment Rsv.		-	-	-	150,000.00	150,000.00	100.0%
5912 .420	Transfer to SIM Fund		16,000.00	16,000.00	20,000.00	71,261.00	55,261.00	77.5%
5913 .420	Transfer to Debt Service Fund		-	-	-	-	-	N/A
Total Interfund Transfers			16,000.00	16,000.00	20,000.00	651,171.00	635,171.00	97.5%
Total Expenditures			588,561.14	1,972,425.17	2,224,883.66	7,086,838.54	5,114,413.37	72.2%
Change in Fund Balance			\$ (295,798.39)	\$ 1,799,937.50	\$ 1,228,067.74	\$ 48,120.66	\$ (1,751,816.84)	

City of Fairway
Statement of Activities
General Operating Fund
For the 4 Months Ended April 30, 2026

	Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered	% Remaining
	Total	GF	Reserves		Balance	
Change in Fund Balance w/o Cash Carryforward (including Reserves)	\$ 1,181,743.42	\$ 1,181,493.93	\$ 249.49			
Beginning Fund Balance	1,284,323.22	923,782.73	360,540.49			
Ending Fund Balance	<u>\$ 2,466,066.64</u>	<u>\$ 2,105,276.66</u>	<u>\$ 360,789.98</u>			

City of Fairway
Statement of Activities
General Fund Reserves - 110
For the 4 Months Ended April 30, 2026

		<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	Cash Carryforward	\$ -	\$ 360,540.46	\$ -	\$ -	\$ (360,540.46)
4740.110	Interest on Investments	105.45	249.49	-	-	(249.49)
4800.110	Transfer of Funds	-	-	-	-	-
Total Revenues		<u>105.45</u>	<u>360,789.95</u>	<u>-</u>	<u>-</u>	<u>(360,789.95)</u>
Expenditures						
5950.110	Contingency - General Fund Reserves	-	-	-	-	-
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in Fund Balance		<u>\$ 105.45</u>	<u>\$ 360,789.95</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (360,789.95)</u>

City of Fairway
Statement of Activities
Special Highway - 520
For the 4 Months Ended April 30, 2026

		<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	\$ -	\$ 33,422.32	\$ 28,444.97	\$ 28,444.97	\$ (4,977.35)
4726.520	Special Highway Revenue	27,430.07	55,590.30	53,765.00	107,530.00	51,939.70
4760.520	Miscellaneous	-	-	-	-	-
	Total Revenues	<u>27,430.07</u>	<u>89,012.62</u>	<u>82,209.97</u>	<u>135,974.97</u>	<u>46,962.35</u>
Expenditures						
5500.520	Contract Services	-	-	-	-	-
5680.520	Street Repairs/Improvements	-	-	-	25,000.00	25,000.00
5681.520	CIP Street Projects	-	-	-	80,000.00	80,000.00
5705.520	Cash Reserve	-	-	-	30,974.00	30,974.00
5910.520	Transfer of Funds	-	-	-	-	-
	Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>135,974.00</u>	<u>135,974.00</u>
	Change in Fund Balance	<u>\$ 27,430.07</u>	<u>\$ 89,012.62</u>	<u>\$ 82,209.97</u>	<u>\$ 0.97</u>	<u>\$ (89,011.65)</u>
Change in Fund Balance without Cash Carryforward			\$ 55,590.30			
Beginning Fund Balance			<u>61,257.59</u>			
Ending Fund Balance			<u><u>\$ 116,847.89</u></u>			

City of Fairway
Statement of Activities
Storm Water Utility - 540
For the 4 Months Ended April 30, 2026

	<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	\$ -	\$ 374,701.12	\$ 363,416.51	\$ 363,416.51	\$ (11,284.61)
4770.540	-	313,234.19	268,000.00	500,000.00	186,765.81
4780.540	-	-	-	253,292.00	253,292.00
Total Revenues	-	687,935.31	631,416.51	1,116,708.51	428,773.20
Expenditures					
5017.540	9,470.35	9,470.35	-	789,250.00	779,779.65
5205.540	-	9,001.50	8,648.50	227,997.00	218,995.50
5705.540	-	-	-	-	-
5720.540	-	-	-	-	-
Total Expenditures	9,470.35	18,471.85	8,648.50	1,017,247.00	998,775.15
Change in Fund Balance	\$ (9,470.35)	\$ 669,463.46	\$ 622,768.01	\$ 99,461.51	\$ (570,001.95)

Change in Fund Balance without Cash Carryforward	\$ 294,762.34
Beginning Fund Balance	374,701.12
Ending Fund Balance	<u>\$ 669,463.46</u>

City of Fairway
Statement of Activities
Debt Service Fund - 660
For the 4 Months Ended April 30, 2026

	Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues					
4000.660	\$ -	\$ 79,112.57	\$ 61,530.81	\$ 61,530.81	\$ (17,581.76)
4005.660	-	82,099.53	95,490.00	138,775.00	56,675.47
4010.660	-	459.10	-	-	(459.10)
4020.660	15,381.85	71,644.20	63,333.32	189,999.96	118,355.76
4050.660	-	2,792.30	4,000.00	10,099.00	7,306.70
4060.660	-	15.88	10.00	13.00	(2.88)
4063.660	-	-	-	-	-
4740.660	-	-	-	-	-
4760.660	-	-	-	-	-
Total Revenues	15,381.85	236,123.58	224,364.13	400,417.77	164,294.19
Expenditures					
5205.660	-	-	-	-	-
5206.660	-	8,648.50	9,001.50	237,303.00	228,654.50
5207.660	-	19,057.50	19,057.50	128,115.00	109,057.50
5706.660	-	-	-	-	-
5720.660	-	-	-	35,000.00	35,000.00
Total Expenditures	-	27,706.00	28,059.00	400,418.00	372,712.00
Change in Fund Balance	\$ 15,381.85	\$ 208,417.58	\$ 196,305.13	\$ (0.23)	\$ (208,417.81)

Change in Fund Balance without Cash Carryforward	\$ 129,305.01
Beginning Fund Balance	116,307.59
Ending Fund Balance	\$ 245,612.60

City of Fairway
Statement of Activities
2014 Sales Tax Fund - 665
For the 4 Months Ended April 30, 2026

	<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	\$ -	\$ 144,219.57	99,801.52	99,801.52	(44,418.05)
4020.665	30,763.71	143,288.43	130,000.00	390,000.00	246,711.57
Total Revenues	<u>30,763.71</u>	<u>287,508.00</u>	<u>229,801.52</u>	<u>489,801.52</u>	<u>202,293.52</u>
Expenditures					
5782.665	-	-	-	-	-
5901.665	12,417.50	86,472.01	50,000.00	210,000.00	123,527.99
5941.665	-	-	-	54,750.00	54,750.00
5942.665	-	22,387.50	22,387.50	199,775.00	177,387.50
5952.665	-	-	-	25,276.52	25,276.52
5960.665	-	-	-	-	-
Total Expenditures	<u>12,417.50</u>	<u>108,859.51</u>	<u>72,387.50</u>	<u>489,801.52</u>	<u>380,942.01</u>
Change in Fund Balance	<u>\$ 18,346.21</u>	<u>\$ 178,648.49</u>	<u>\$ 157,414.02</u>	<u>\$ -</u>	<u>\$ (178,648.49)</u>
Change in Fund Balance without Cash Carryforward		\$ 34,428.92			
Beginning Fund Balance		<u>159,488.01</u>			
Ending Fund Balance		<u><u>\$ 193,916.93</u></u>			

City of Fairway
Statement of Activities
Equipment Reserve Fund - 750
For the 4 Months Ended April 30, 2026

	Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues					
4000.750	\$ -	\$ 1,010,000.00	\$ 1,010,000.00	\$ 1,010,000.00	\$ -
4810.750	-	-	-	10,000.00	10,000.00
4812.750	-	-	-	-	-
4820.750	-	-	-	-	-
4830.750	-	-	30,000.00	30,000.00	30,000.00
Total Revenues	-	1,010,000.00	1,040,000.00	1,050,000.00	40,000.00
Expenditures					
5475.750	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Change in Fund Balance	\$ -	\$ 1,010,000.00	\$ 1,040,000.00	\$ 1,050,000.00	\$ 40,000.00
Change in Fund Balance without Cash Carryforward		\$ -			
Beginning Fund Balance		1,010,000.00			
Ending Fund Balance		\$ 1,010,000.00			

City of Fairway
Statement of Activities
Shawnee Indian Mission Fund - 760
For the 4 Months Ended April 30, 2026

		<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	Cash Carryforward	\$ -	\$ 6,076.68	\$ -	\$ -	\$ (6,076.68)
4410.760	Programs/Events	584.00	1,188.00	700.00	2,500.00	1,312.00
4412.760	Tours/Admissions	1,430.00	2,474.00	1,800.00	5,000.00	2,526.00
4415.760	Facility Rental	-	-	-	-	-
4420.760	SIM Foundation	-	40,000.00	40,000.00	80,000.00	40,000.00
4425.760	KSHS	-	-	-	-	-
4430.760	Donations	15.00	15.00	-	-	(15.00)
4800.760	Transfer of Funds	16,000.00	16,000.00	16,000.00	71,261.00	55,261.00
Total Revenues		<u>18,029.00</u>	<u>65,753.68</u>	<u>58,500.00</u>	<u>158,761.00</u>	<u>93,007.32</u>
Expenditures						
5010.760	Salaries	10,529.00	32,581.42	32,877.00	94,978.00	62,396.58
5020.760	Overtime	-	-	-	-	-
5030.760	Payroll Taxes-Employer	791.49	2,436.59	2,515.14	7,266.00	4,829.41
5090.760	Retirement	1,377.86	4,127.25	3,797.32	11,392.00	7,264.75
5200.760	Uniforms	32.24	232.74	-	250.00	17.26
5230.760	Utilities	961.07	7,565.23	8,175.00	22,000.00	14,434.77
5260.760	Health Insurance	-	-	-	-	-
5380.760	Training/Membership	-	-	-	-	-
5605.760	Maintenance	1,289.01	2,207.14	3,825.00	19,100.00	16,892.86
5610.760	Operating Supplies	10.06	115.56	150.00	500.00	384.44
5850.760	Publicity/Memberships	-	60.00	80.00	80.00	20.00
5920.760	Concerts/Programming	428.56	498.84	312.00	1,250.00	751.16
5930.760	Law Enforcement	-	-	-	-	-
5960.760	75th Anniversary Celebration	-	-	-	-	-
Total Expenditures		<u>15,419.29</u>	<u>49,824.77</u>	<u>51,731.46</u>	<u>156,816.00</u>	<u>106,991.23</u>
Change in Fund Balance		<u>\$ 2,609.71</u>	<u>\$ 15,928.91</u>	<u>\$ 6,768.54</u>	<u>\$ 1,945.00</u>	<u>\$ (13,983.91)</u>
Change in Fund Balance without Cash Carryforward			<u>\$ 9,852.23</u>			
Beginning Fund Balance			<u>2,071.74</u>			
Ending Fund Balance			<u>\$ 11,923.97</u>			

City of Fairway
Statement of Activities
Special Parks & Recreation Fund - 770
For the 4 Months Ended April 30, 2026

	<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	\$ -	\$ 6,799.06	\$ 5,705.51	\$ 5,705.51	\$ (1,093.55)
4280.770	-	638.13	618.50	2,474.00	1,835.87
Total Revenues	-	7,437.19	6,324.01	8,179.51	742.32
Expenditures					
5305.770	-	-	-	8,179.51	8,179.51
5705.770	-	-	-	-	-
5960.770	-	-	-	-	-
Total Expenditures	-	-	-	8,179.51	8,179.51
Change in Fund Balance	\$ -	\$ 7,437.19	\$ 6,324.01	\$ -	\$ (7,437.19)

Change in Fund Balance without Cash Carryforward	\$ 638.13
Beginning Fund Balance	6,799.06
Ending Fund Balance	\$ 7,437.19

City of Fairway
Statement of Activities
Fairway Tree Fund - 780
For the 4 Months Ended April 30, 2026

		<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	Cash Carryforward	\$ -	\$ 14,949.00	9,775.00	9,775.00	\$ (5,174.00)
4772.780	Tree Protection Fees	-	1,500.00	-	-	(1,500.00)
	Total Revenues	<u>-</u>	<u>16,449.00</u>	<u>9,775.00</u>	<u>9,775.00</u>	<u>(6,674.00)</u>
Expenditures						
5306.780	Tree Expenses	-	-	-	-	-
5705.780	Cash Reserve	-	-	-	9,625.00	9,625.00
5960.780	75th Anniversary Celebration	-	-	-	-	-
	Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,625.00</u>	<u>9,625.00</u>
	Change in Fund Balance	<u>\$ -</u>	<u>\$ 16,449.00</u>	<u>\$ 9,775.00</u>	<u>\$ 150.00</u>	<u>\$ (16,299.00)</u>

Change in Fund Balance without Cash Carryforward	\$ 1,500.00
Beginning Fund Balance	5,949.00
Ending Fund Balance	<u>\$ 7,449.00</u>

City of Fairway
Statement of Activities
Federal Grant Fund - 800
For the 4 Months Ended April 30, 2026

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues						
4000.800	Cash Carryforward	\$ -	\$ -	-	-	\$ -
4790.800	Federal Grant Proceeds	-	-	-	-	-
Total Revenues		-	-	-	-	-
Expenditures						
5895.800	Federal Grant Expenses	-	-	-	-	-
Total Expenditures		-	-	-	-	-
Change in Fund Balance		\$ -	\$ -	\$ -	\$ -	\$ -

Change in Fund Balance without Cash Carryforward	\$ -
Beginning Fund Balance	-
Ending Fund Balance	\$ -

City of Fairway
Statement of Activities
55th Street CID Fund - 825
For the 4 Months Ended April 30, 2026

		<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	\$ -	\$ 13,421.38	2,700.16	2,700.16	\$ (10,721.22)
4020.825	Local Sales Tax	2,282.20	10,235.68	15,000.00	45,000.00	34,764.32
Total Revenues		<u>2,282.20</u>	<u>23,657.06</u>	<u>17,700.16</u>	<u>47,700.16</u>	<u>24,043.10</u>
Expenditures						
5896.825	Developer Distribution	13,287.16	13,287.16	11,125.00	44,500.00	31,212.84
5910.825	Transfer of Funds	134.22	134.22	125.00	500.00	365.78
Total Expenditures		<u>13,421.38</u>	<u>13,421.38</u>	<u>11,250.00</u>	<u>45,000.00</u>	<u>31,578.62</u>
Change in Fund Balance		<u>\$ (11,139.18)</u>	<u>\$ 10,235.68</u>	<u>\$ 6,450.16</u>	<u>\$ 2,700.16</u>	<u>\$ (7,535.52)</u>
Change in Fund Balance without Cash Carryforward			\$ (3,185.70)			
Beginning Fund Balance			<u>18,301.38</u>			
Ending Fund Balance			<u><u>\$ 15,115.68</u></u>			

City of Fairway
Statement of Activities
Fieldson TIF Fund - 830
For the 4 Months Ended April 30, 2026

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.830	Cash Carryforward	\$ -	\$ -	-	-	\$ -
4440.830	TIF Distribution	-	34,545.39	-	-	(34,545.39)
Total Revenues		-	34,545.39	-	-	(34,545.39)
Expenditures						
5896.830	Developer Distribution	-	-	-	-	-
5910.830	Transfer of Funds	-	-	-	-	-
Total Expenditures		-	-	-	-	-
Change in Fund Balance		\$ -	\$ 34,545.39	\$ -	\$ -	\$ (34,545.39)
Change in Fund Balance without Cash Carryforward			\$ 34,545.39			
Beginning Fund Balance			-			
Ending Fund Balance			\$ 34,545.39			

City of Fairway
Statement of Activities
Drug Tax Fund - 880
For the 4 Months Ended April 30, 2026

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues						
4000.880	Cash Carryforward	\$ -	\$ 1.00	\$ 1.00	\$ 1.00	\$ -
4775.880	Drug Tax Revenue	-	-	-	-	-
Total Revenues		-	1.00	1.00	1.00	-
Expenditures						
5930.880	Law Enforcement	-	-	-	-	-
Total Expenditures		-	-	-	-	-
Change in Fund Balance		\$ -	\$ 1.00	\$ 1.00	\$ 1.00	\$ -
Change in Fund Balance without Cash Carryforward		\$ -				
Beginning Fund Balance		1.00				
Ending Fund Balance		\$ 1.00				

City of Fairway
Statement of Activities
General Capital Improvement Funds held in General Fund - 900's
For the 4 Months Ended April 30, 2026

		<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	\$ -	\$ 2,031,625.62	\$ 1,915,866.11	\$ 1,915,866.11	\$ (115,759.51)
4020.900	Local Sales Tax	15,381.86	71,644.22	63,333.32	189,999.96	118,355.74
4760.900	Miscellaneous	-	-	-	-	-
4780.900	County/State Participation	-	-	-	136,000.00	136,000.00
4800.900	Transfer of Funds	-	-	-	-	-
4810.900	Transfer from General Fund	-	-	-	429,910.00	429,910.00
	Total Revenue	15,381.86	2,103,269.84	1,979,199.43	2,671,776.07	568,506.23
Expenses						
5017.900	Stormwater Projects	-	-	-	-	-
5530.900	CARS	-	-	-	318,380.00	318,380.00
5540.900	Equipment/Vehicles	57,494.00	57,494.00	95,000.00	95,000.00	37,506.00
5580.900	Street Lights	-	-	-	216,000.00	216,000.00
5680.900	Street Repairs/Improvements	-	-	-	1,028,291.00	1,028,291.00
5875.900	Capital Projects	-	63,708.79	255,000.00	455,000.00	391,291.21
5892.900	Architect/Engineering Fees	-	32,579.80	-	-	(32,579.80)
5950.900	Contingency - General Fund Reserves	-	-	-	-	-
	Total Expenses	57,494.00	153,782.59	350,000.00	2,112,671.00	1,958,888.41
	Change in Fund Balance	\$ (42,112.14)	\$ 1,949,487.25	\$ 1,629,199.43	\$ 559,105.07	(1,390,382.18)

Change in Fund Balance without Cash Carryforward	\$ (82,138.37)
Beginning Fund Balance	2,002,877.79
Ending Fund Balance	\$ 1,920,739.42

Future Police Facility Fund

Revenue						
4000.904	Cash Carryforward	\$ -	\$ 541,596.46	\$ 541,596.35	\$ 541,596.35	\$ (0.11)
4760.904	Miscellaneous	-	-	-	-	-
	Total Revenue	-	541,596.46	541,596.35	541,596.35	(0.11)
Expenses						
5891.904	Construction Fees	-	-	-	-	-
5892.904	Architect/Engineering Fees	-	-	-	-	-
5894.904	Contracted Services	-	-	-	-	-
5910.904	Transfer of Funds	-	-	-	-	-
	Total Expenses	-	-	-	-	-
	Change in Fund Balance	\$ -	\$ 541,596.46	\$ 541,596.35	\$ 541,596.35	(0.11)

Change in Fund Balance without Cash Carryforward	\$ -
Beginning Fund Balance	541,596.35
Ending Fund Balance	\$ 541,596.35

City of Fairway
Statement of Activities
General Capital Improvement Funds held in General Fund - 900's
For the 4 Months Ended April 30, 2026

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Parks & Recreation Enhancement Fund						
Revenue						
4000.908	Cash Carryforward	\$ -	\$ 25,000.00	\$ -	\$ -	\$ (25,000.00)
4430.908	Donations	-	-	-	-	-
4500.908	Pool Membership Fees	1,289.00	3,407.00	-	-	(3,407.00)
4550.908	Pool Gate Fees	-	-	-	-	-
4410.908	Programs/Events	2,693.00	5,826.00	-	-	(5,826.00)
4590.908	Facility Rental Fees	1,160.00	5,455.00	-	-	(5,455.00)
4660.908	Special Events	135.00	335.00	-	-	(335.00)
4760.908	Miscellaneous	-	-	-	-	-
4800.908	Transfer of Funds	-	-	-	-	-
	Total Revenue	<u>5,277.00</u>	<u>40,023.00</u>	<u>-</u>	<u>-</u>	<u>(40,023.00)</u>
Expenses						
5890.908	Capital Improvement	-	-	-	-	-
5892.908	Architect/Engineering Fees	30,373.00	30,373.00	-	-	(30,373.00)
5894.908	Contracted Services	-	-	-	-	-
5897.908	Parkland Acquisition	-	-	-	-	-
	Total Expenses	<u>30,373.00</u>	<u>30,373.00</u>	<u>-</u>	<u>-</u>	<u>(30,373.00)</u>
	Change in Fund Balance	<u>\$ (25,096.00)</u>	<u>\$ 9,650.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(9,650.00)</u>
	Change in Fund Balance without Cash Carryforward	<u>\$ (15,350.00)</u>				
	Beginning Fund Balance	<u>25,000.00</u>				
	Ending Fund Balance	<u>\$ 9,650.00</u>				

MEMORANDUM

TO: Melanie Hepperly, Mayor
FROM: J.P. Thurlo, Chief of Police
DATE: May 5, 2026
SUBJECT: April 2026 Monthly Report

OVERVIEW:

<i>TYPE</i>	April 2025	April 2026
Reports	61	56
Arrests	40	32
Citations	367	249

ACTIVITY:

We had 516 activities entered into the Computer Aided Dispatch (CAD) system in April. Here are some of those activities:

- 11 Alarm Calls
- 4 Accidents
- 2 Disturbance
- 0 Burglary
- 516 Car Stops
- 10 Animal Calls

Occurrences

<i>Type</i>	<i>Time</i>	<i>Notes</i>
Fairway Warrant	04/04/2026 19:20	W 75TH ST and HIGH DR, PRAIRIE VILLAGE KS 66208 Arrested party was contacted by PVPD on a suspicious vehicle check. Subject was found to have two outstanding Fairway warrants. Subject was arrested, transported to Olathe ADC and lodged.
Outside Warrant	04/05/2026 18:16	SHAWNEE MISSION PKWY and PAWNEE LN, FAIRWAY KS 66205 Arrested party was contacted on traffic and found to have a WYCO warrant.
Info- Assist Outside/ Pursuit	04/06/2026 13:16	1100 blk of COUNTY LINE RD, KANSAS CITY, JOHNSON KS 66103 Assist KCK PD with the recovery of a stolen vehicle.
Accident	04/07/2026	SHAWNEE MISSION PKWY and BELINDER RD,

	15:50	FAIRWAY KS 66205 V1 was traveling west on Shawnee Mission PKWY when V2 began turning North on Belinder Ave from eastbound Shawnee Mission PKWY. Which caused V1 to strike V2
Outside Warrant	04/07/2026 23:04	55TH ST and SHAWNEE MISSION PKWY, FAIRWAY KS 66205 Arrested party was contacted on traffic (speeding, displaying a fictitious tag, driving while revoked, no insurance). She was found to have active warrants through Wyandotte County and to have a felony warrant out of Oklahoma. She was arrested. During a search incident to arrest, she was found to be in possession of marijuana. A subsequent probable cause search of her vehicle resulted in the discovery of additional marijuana and paraphernalia. She was issued an NTA for the traffic/possession charges and lodged at the Olathe ADC pending extradition on her warrants.
Theft	04/08/2026 11:03	5700 blk of WINDSOR DR, FAIRWAY, JOHNSON KS 66205 Unknown subject used the victim's identity to obtain funds fraudulently. The charges were reversed by the bank. She has no financial loss.
Outside Warrant	04/08/2026 14:19	SHAWNEE MISSION PKWY and WINDSOR LN, FAIRWAY KS 66205 Subject contacted on a traffic stop for speeding and showed to have a valid Leawood traffic warrant. The warrant was confirmed and Leawood PD responded and served the warrant. The subject paid his bond in the field and was released with new traffic citations.
Drugs	04/08/2026 17:11	4400 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and found to be in possession of methamphetamine and drug paraphernalia. She also provided a false identity to conceal a felony warrant for her arrest.
Drugs	04/08/2026 17:16	SHAWNEE MISSION PKWY and NALL AVE, NORTHERN INTERSECTION MISSION KS 66202 Subject contacted on a traffic stop and found to be in possession of suspected narcotics and paraphernalia.
Fairway Warrant	04/09/2026 03:53	7100 blk of N 7TH ST TFWY, WYCO, KS 66103 (WYCO) Subject was contacted by the Kansas City, KS Police Department and found to have an active Fairway warrant. Subjects' warrant was confirmed; subject was arrested, processed and lodged at the Olathe ADC until they post their bond or are released after 24 hours.
Possession of Stolen Property	04/09/2026 05:51	4200 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted sitting in

		the driver seat of a stolen vehicle and found to be in possession of methamphetamine.
Outside Warrant	04/10/2026 20:16	SHAWNEE MISSION PKWY and FALMOUTH RD, WESTERN INTERSECTION FAIRWAY KS 66205 Subject was contacted on a suspicious vehicle check and found to have an active warrant out of Prairie Village PD. The warrant was confirmed, the subject was arrested and released to PVPD.
Fairway Warrant	04/11/2026 23:46	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) Subject was contacted by the WYCO SO and found to have active Fairway warrants. Subjects' warrants were confirmed; the subject was arrested, processed and released after posting their bond.
Fairway Warrant	04/12/2026 17:44	5400 blk of LINDEN ST, ROLAND PARK, KS 66205 Subject contacted on traffic, found to have three warrants.
Fairway Warrant	04/13/2026 02:39	5252 BELINDER RD, FAIRWAY, KS 66205 (FAIRWAY POLICE DEPARTMENT) Subject was contacted at WYCO jail on a Fairway Warrant. Subject was transported to Fairway PD where he posted on his Ticket/warrant and was released.
Fairway Warrant	04/13/2026 18:14	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) Fax warrant to the ADC
Fairway Warrant	04/13/2026 19:02	5400 blk of W 75TH ST, PRAIRIE VILLAGE, JO KS 66208 Suspect was contacted on an occupied vehicle check by Prairie Village PD and found to have a warrant through this agency.
Drugs	04/13/2026 22:40	SHAWNEE MISSION PKWY and BELINDER RD, FAIRWAY KS 66205 Arrested party was contacted on traffic and found to be in possession of marijuana and to have warrants out of multiple jurisdictions. Subject was arrested and transferred to the custody of Lenexa PD for lodging on their warrant.
Info - Recovered Property Non Criminal	04/14/2026 16:32	5252 BELINDER RD, FAIRWAY, KS 66205 (FAIRWAY POLICE DEPARTMENT) Information on property.
Weapons Violation	04/15/2026 11:37	5300 blk of ABERDEEN RD, FAIRWAY, JOHNSON KS 66205 Subject contacted on traffic and found to be in possession of a firearm with a defaced serial number.
Drugs	04/15/2026 12:31	3300 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and arrested for possession of felony narcotics, marijuana and drug paraphernalia.
Fairway Warrant	04/15/2026 15:01	5400 blk of PAWNEE LN, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and arrested on

		a Fairway warrant.
Fairway Warrant	04/16/2026 22:11	47TH ST and BOOTH ST, WESTWOOD KS 66205 Subject was contacted by the Westwood PD and found to have an active Fairway warrant. Subjects' warrant was confirmed; subject was arrested, processed and released after posting their bond.
Fairway Warrant	04/17/2026 01:31	JOHNSON DR and LAMAR AVE, MISSION KS 66202 Subject was contacted by the Mission PD and found to have an active Fairway warrant. Subjects' warrant was confirmed; subject was arrested, processed and released after posting their bond.
Fairway Warrant	04/17/2026 12:05	5000 blk of W 110TH ST, OVERLAND PARK, KS 66211 The subject was contacted on a traffic stop by Leawood PD and showed to have a valid Fairway warrant for failure to appear on the original charge of Unlawful Discharge of a Firearm.
Outside Warrant	04/17/2026 21:40	SHAWNEE MISSION PKWY and STATE LINE RD, COUNTY KS 66205 Subject was contacted as a passenger on a traffic stop and found to have an active warrant out of Westwood PD. The warrant was confirmed, the subject was arrested and released to WWPDP.
Fairway Warrant	04/18/2026 03:31	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) Subject was contacted by the WYCO SO and found to have active Fairway warrants. Subjects' warrants were confirmed; subject was arrested, processed and lodged at the Olathe ADC.
Fairway Warrant	04/18/2026 11:33	5252 BELINDER RD, FAIRWAY, KS 66205 (FAIRWAY POLICE DEPARTMENT) Faxed warrant to Olathe ADC.
Outside Warrant	04/18/2026 20:26	2800 blk of SHAWNEE MISSION PKWY, FAIRWAY, JOHNSON COUNTY KS 66205 Arrested party was contacted on traffic and found to have an active warrant through PV. She was arrested and transferred to the custody of PV officers on scene for service of their warrant.
Fairway Warrant	04/19/2026 00:35	91ST and MISSION RD, PRAIRIE VILLAGE KS 66207 Arrested party was contacted by PV on traffic and found to have Fairway warrant.
False Info/Lie/Interfere/Flee	04/20/2026 00:04	SHAWNEE MISSION PKWY and BELINDER RD, FAIRWAY KS 66205 Vehicle fled a traffic stop,

striking a tire deflation device. Vehicle was located a short time later disabled by flat tire. The driver fled on foot and one other subject (passenger and RO of the vehicle) was taken into custody at the scene. A search of the vehicle yielded a stolen firearm that had been illegally converted into a machine gun. KCMO officers took custody of the vehicle, stolen gun, and arrestee in their city.

Drugs	04/21/2026 13:48	SHAWNEE MISSION PKWY and ROELAND DR, EASTERN INTERSECTION MISSION KS 66205 Subject contacted on traffic as the passenger and was found to be in possession/distribution amount 106 unknown blue pills (suspected opiate).
DUI	04/21/2026 23:59	SHAWNEE MISSION PKWY and FAIRWAY RD, FAIRWAY KS 66205 Subject was contacted on a traffic stop for speeding after conducting SFSTs the subject was arrested for DUI.
Invest - MIR	04/22/2026 20:57	6100 blk of BROADMOOR ST, MISSION, KS 66202 Assisted Overland Park Police Dep in locating a subject who was involved in an injury accident.
Invest - Suspicious Person	04/23/2026 07:03	5800 blk of REINHARDT DR, FAIRWAY, KS 66205 Suspicious Person / reported the subject was walking around the area of 58th/Reinhardt looking in car windows.
Assault/Battery	04/23/2026 13:13	4200 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject contacted on traffic and fled from the stop. Pursuit was initiated for aggravated assault LEO. After the pursuit the subject was found to be in possession of a distribution amount of marijuana and two firearms. Subject was arrested by KCMO pending extradition.
License Plate/Tag Theft	04/23/2026 18:56	6200 blk of GLENFIELD DR, FAIRWAY, KS 66205 Subject lost his license plate somewhere between work and home.
Outside Warrant	04/24/2026 02:26	SHAWNEE MISSION PKWY and FALMOUTH RD, WESTERN INTERSECTION FAIRWAY KS 66205 Subject was contacted on a traffic stop and found to have an active warrant out of Lenexa PD. The warrant was confirmed; the subject was arrested.
Info - Lost Property	04/24/2026 07:33	5600 blk of FAIRWAY RD, FAIRWAY, KS USA 66205 Uber driver, was cleaning out car when located cellphone

Accident	04/24/2026 09:10	VI rear-ended V2 while approaching the stop light on WB Shawnee Mission Parkway at Mission Road. No injuries and no tows.
Fairway Warrant	04/24/2026 12:13	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) FAXED WARRANT The subject was in custody at Olathe ADC and showed to have numerous valid warrants through the City of Fairway. Warrants were faxed to ADC to be served.
Fairway Warrant	04/24/2026 13:21	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) FAIRWAY WARRANT / The subject was in custody at Olathe ADC and showed to have a warrant.
Accident	04/24/2026 16:50	V2 was slowing for traffic when it was rear-ended by V1. Damage was very minimal and there were no injuries and no tows required.
Invest - Death Investigation	04/24/2026 21:20	3700 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was found in her home unresponsive.
Fairway Warrant	04/26/2026 21:05	MISSION RD and W 95TH ST, LEAWOOD KS 66206 Fairway Warrant The subject was contacted on a traffic stop by Leawood PD. Showed to have multiple warrants through the city of Fairway for failure to appear on previous traffic charges.
Fairway Warrant	04/28/2026 10:46	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) Faxed Fairway warrant to County jail.
Outside Warrant	04/28/2026 15:01	2700 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS USA 66205 Subject was contacted on a traffic stop and arrested on an Overland Park warrant.
Info- Assist Outside/ Pursuit	04/28/2026 22:23	STATE LINE RD and SHAWNEE MISSION PKWY, COUNTY KS 66205 Assist Outside Agency at the intersection of State Line Road (southbound) and Shawnee Mission Parkway. KCKPD Officers who advised they had been on scene for approximately 10 minutes The subject was passed out behind the wheel with the car still in drive.
Accident	04/29/2026 13:43	SHAWNEE MISSION PKWY and STATE PARK RD, FAIRWAY KS 66205 V1 was traveling east on Shawnee Mission Pkwy. P2 was riding a lawn mower off the roadway. V2 left the roadway and struck P2.

For the period April 2026

CASES FILED	Apr 2026	YTD 2026	Apr 2025	YTD 2025
DUI	1	1	2	8
Moving Violations	117	466	176	464
Non Moving Violations	125	596	186	518
Ordinance Violations		1		1
Totals	243	1,064	364	991

COURT REVENUES	Apr 2026	YTD 2026	Apr 2025	YTD 2025
Court Fines Collected	11,314.00	44,114.00	9,558.00	31,694.00
Court Costs Collected	4,105.50	15,453.50	3,174.00	11,247.00
Totals	15,419.50	59,567.50	12,732.00	42,941.00

CASE DISPOSITIONS	Apr 2026	YTD 2026	Apr 2025	YTD 2025
Dismissals	118	475	133	416
Diversion Agreements	4	15		2
Guilty Pleas	80	295	45	164
Trials on Plea of Not Guilty				
Cases Appealed to Dist Court				
Totals	202	785	178	582

WARRANTS	Apr 2026	YTD 2026	Apr 2025	YTD 2025
Warrants Served	50	210	45	118
Warrants Issued	38	275	8	102
Totals	88	485	53	220



Department of Public Works

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT - April 2026

Arbor Day Celebration

The City of Fairway held its annual Arbor Day Celebration on April 24th at Neale Peterson Park. Mayor Hepperly read an Arbor Day Proclamation and quizzed second graders from Highlands on their tree knowledge.



Street Sweeping

The entire city was swept between April 6th and 9th. This service will move to as needed for the foreseeable future.

A detailed spreadsheet is attached for your review.



APWA North American Snow Conference



Assistant Director Mann attended the APWA North American Snow Conference April 26-29 in Cleveland, OH.

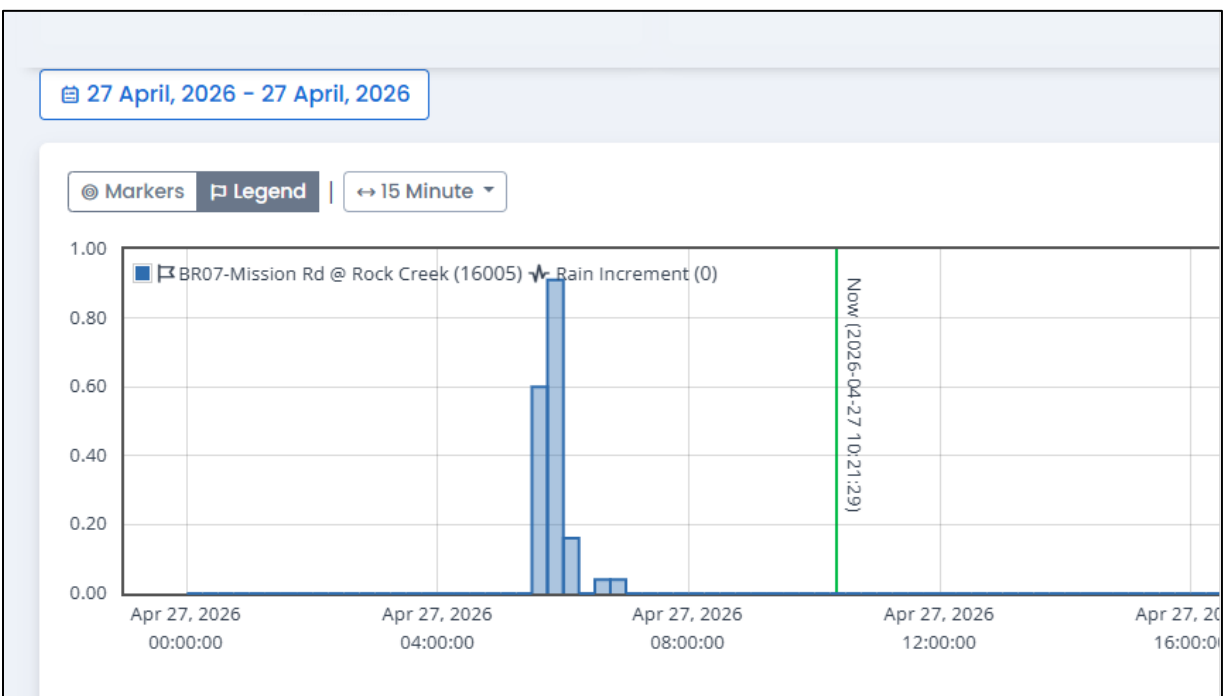
Assistant Director Mann attended classes on AVL, Street Trees and Winter Operations, Leadership, and Small vs Large Winter Operations to name a few. Assistant Director Mann also spent time on the Exhibit floor looking over the newest technology and equipment.

May Storms

Several storms throughout May have impacted the KC Metro area and Fairway. These storms have been accompanied by heavy rains, strong winds, hail and even tornadoes.

Thankfully, Fairway missed most of the severe weather, but we have been inundated with a lot of rain, including 1.5” in under 30 minutes in one stretch.

Public Works staff only had to report after hours on one occasion for a downed tree.



Stormwater

April Stormwater updates:

Watershed Number 1- Next meeting second quarter 2026

NPDES (National Pollution Discharge Elimination System)-

Waiting on new contract with Renyerson for services next permitting year.

APWA 5600 Update- Director Stogsdill has asked Renyerson for a shared fee to review the new standards to see what portions Fairway should update/adopt.

SMAC Meeting- Next meeting this summer



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)	4/9	4/9	4/9	4/9	4/9	4/9	4/9	4/9	4/9	4/9	4/9	4/9	4/9	4/9	4/9	X	X

Date Swept (S)	X	X	X	X	X	X	X	4/9	4/9	4/9	4/9	X	4/9	4/9	4/9	4/9	4/9
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Ward Start Date	4/9
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Ward End Date	4/9
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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	4/8	4/9	4/8	4/8	4/8	4/8	4/8	4/8	4/8	4/8	4/8	4/8	4/8	4/8	4/8	4/8	4/8

Ward Start Date	4/8
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Ward End Date	4/8
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Notes:

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	4/9	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6	4/6

Ward Start Date	4/6
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Ward End Date	4/6
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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	4/9	4/7	4/7	4/7	4/7	4/7	4/7	4/7	4/7	4/8	4/8	4/7	4/7	4/7	4/7	4/7	4/7

Ward Start Date	4/7
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Ward End Date	4/8
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Notes:



Parks & Recreation Department

April 2026 Report

Upcoming May Activities

Mondays, Tuesdays, Wednesdays & Thursdays – Gymnastics Open Gym

Tuesdays - Chair Yoga Classes

Wednesdays – Sculpt/Pilates Classes

Thursdays – Mindful Strength Training Classes

May 2 – Beyond the Classroom at SIM

May 2 – Ethnobotany Walk at SIM

May 9 – BLAST Class (Bicycle Lesson and Safety Training)

May 9 – Western Academy at SIM

May 15 – Tennis Court Reconfiguration Project Completion (weather pending)

May 18 – Park & Rec Committee Meeting

May 23 – Pool Opens for Season

April Facility Rentals

Nerf Parties – 14

Gymnastics Parties – 3

Movie Parties – 2

Large Shelter Rentals – 4

Arbor Day Celebration

On Friday, April 24th, Mayor Hepperly hosted over 35 second graders from Highlands Elementary for our annual Arbor Day Celebration at Peterson Park. The students walked to the park for lunch, then listened to Mayor Hepperly read the City of Fairway's Arbor Day Proclamation and participated in a short quiz on Arbor Day facts. Each student received a Eastern Red Cedar sapling and a cookie to take home with them. The Public Works Department planted a young Ironwood tree in the green space between the fence and Cherokee Drive at Kathryn Lyon Flora Park.



2026 Pool Season Update

With school still in session and quite a few of the staff involved in sports and activities, trainings usually happen on Friday evenings or weekend mornings. Renee and/or Jackson are present during all trainings, which means they are already putting in long hours ahead of the pool season.

As of May 7, the pool has been filled with water and the pump is running. Unfortunately, we had to install a new pump this year, as the annual inspection of the older pump revealed several significant issues. After considering repairing the older pump, we found that the repair costs and the inventory for current and future parts for the older pump were extremely hard to come by (the old pump was discontinued years ago and the repair parts are no longer being made). After several adjustments to the new pump setup, the pump is up and running as it should.

As of May 7th, we've sold 1,058 pool memberships for the 2026 season. At this time last year, we had sold about 1,200 memberships. Renee & Jackson have done a great job with our marketing campaigns to make residents aware of fee increases on May 1. I believe we will land close to our average, which is around 2,000 memberships. Now that Roeland Park is back in the Super Pass, we may lose a few Roeland Park families that had switched over to the Fairway Pool over the last few years.

Summer Activity Registration

We have found an Assistant Tennis Coach and teacher from Bishop Miege HS to lead our Tennis & Swim Camps, as well as our Tennis Lessons. Since registration in late April, two of the four Tennis & Swim Camps are already full, with the other two over half full.

Out of the 10 Kid Camps, 6 are already full. With 396 spots taken so far, we only have 44 openings left out of the 440 spots. Last season, we only had 310 Kid Camp spots, but we've expanded the openings due to the addition of the Pool Pavilion.

Pool House Renovation Project

As of May 7, the Pool House renovations are about 95% completed. The only item left to install is the sink/cabinet on the southwest corner of the room. The room looks and feels very large compared to the pre-renovation, which will serve us well for summer camps and the golf simulators. I will share pictures once the sink/cabinet has been installed.

d performed from a budgetary, attendance and cost recovery basis. While this report is historically smaller than the pool season report, the addition of the golf simulator this fall will add quite a bit of information to the 2026 and future reports.

Tennis Court Reconfiguration Project

As of May 7, the inner fencing that separates the tennis, pickleball and basketball courts has been installed. The next step will be to resurface all courts, which requires dry and warm weather. We're optimistic the project will be completed by May 15, but should have no problem being completed by Memorial Day.

April 2026 Site Director Report

Spring/Summer Calendar of Events *mark your calendars*

April 25: Native Plant Sale

May 2: Beyond the Classroom: Adventure's Calling, 10am

May 2: Ethnobotany Walk with Mary Grinter, 2pm

May 9: Western Academy Speaker Series: Kaw Mission; 10am

June 12: Jump on the Trail

July 17: 9pm Outdoor movie with The Hive Collective (Melissa Garrett)

Spring Clean

Thank you to Gates, Ed and John for their help on the clean up day! We had about 18 adults/kids who helped around the grounds and cleaning/dusting of the library.

Internships

I have TWO confirmed interns for the summer. One undergrad through UMKC's Mellon program who will be working with both myself and John. Audrey (undergrad in historic preservation) will be back this summer, as a KSHS intern, working on researching the West building as they prep the project for the SAT grant.

I had a Masters (Museum Studies) student who wants to intern here, but her role at Nelson is expanding this summer as they prep for their expansion, so I am hoping she will be here in the fall or next spring. I have an additional UKMC student that I am working with, who wants to help with media and a podcast series, but I haven't received confirmation from the Mellon coordinators if he can be placed here as well.

Fieldtrips

Fieldtrips are in full swing. The last fieldtrip of the season is May 8. Trails start on Thursday, April 23rd.

Ethnobotany of the SIM

May 2 at 2pm will have a public preregistered program with Mary, as she leads participants around the site, looking at both Indigenous and Settler uses of some of the plants and trees around the site. Registration is live on the Fairway Parks and Rec page.

Miege Service Day

We had a successful service day and we got so much done Friday the 10th! Huge thank you to John and Jane for helping to manage the groups and plan. Most Three Springs items and shelves have been moved to the North building, all fall fest items are now in the garage, and I cleaned out two rooms with Martha in the North building, and all of that was taken to the dumpster, along with old exhibit boards. I will get us on the service list for spring 2027.

Homeschool Day (new event)

Friday, April 17. This was a guinea pig program that will now become an annual event due to the response before and after the event. 49 of 50 spots were pre-registered for students ranging from 5-13. Many families had picnic lunches on the site after the fieldtrip and before the storm hit!

Site Contractor Projects

Ray and I created a punch list of small projects around the site that could be completed in 1-2 days by the state contractor. These were completed, along with the annual elevator service. Ray is working with a floor contractor to get repairs started on the 2nd floor North building where we had a leak, and it caused damage on the original floors.

DAR project ideas

John and I met with a couple members of a local DAR chapter to see about their chapter writing and sponsoring a project grant. They are taking our ideas to their chapter for a vote and grant plan.

Docent training

I plan on having a summer docent training date for new people interested, and teaching a new rotation. More details to come once fieldtrip season is over.

I will be planning a docent appreciation lunch in May as a thank you for all their amazing work and partnership.

VHS project

Mary is still transferring old VHS videos to DVDs for the library when there is downtime. Those are then being transferred to the computer so we can have digital copies that can eventually go online. Topics include the building of the cabin, a walking tour with Lee Wright and other specific site recordings.

Western Academy Speaker Series

We have one more program for the spring and attendance has been great, with attendance ranging from 45-60 per program. We are working on the fall schedule!

Profile Cards

I have added a small table and two chairs to create a profile card station in the chapel with the first run of cards that have been printed and laminated. Visitors are enjoying the cards and love learning more about the people that are connected to the Mission. More cards will be printed and laminated and once fieldtrip season is over, we will dive back into research to create more.

City of Fairway
Ordinance #1848
April 1, 2026 - April 30, 2026

Vendor ID	Vendor	Account	Account Description	Date	Reference	Amount	Memo
FOLJUL REIM	Julia Foley	4570.100	P&R Programming	04/07/26	3/31/26 Kid Camp	125.00	Cancelling kids camp registration 7/20-24/26
MAYSAR REIM	Sarah May	4570.100	P&R Programming	04/28/26	4/27/26 Swim Les	30.00	Cancellation of Madelyn's swim lesson registration
CUPCLA REIM	Claire Cupps	4590.100	Facility Rental Fees	04/21/26	4/21/26 Ck Req	255.00	Refund nerf party cancelled due to weather
Total General Operating						410.00	
UNIPRI	Fiber Platform, LLC	5230.411	Utilities	04/07/26	SI26023487	900.00	Fiber
WATERO64121	Water District No. 1 of Johnson County	5230.411	Utilities	04/14/26	4793 4/3/26	37.34	3/3/26 to 4/1/26 City Hall
JCW63195	Johnson County Wastewater	5230.411	Utilities	04/21/26	3920 4/9/26	44.91	3/3/26 to 4/1/26 City Hall
KGS	Kansas Gas Service	5230.411	Utilities	04/21/26	7073 4/10/26	143.40	3/9/26 to 4/7/26 City Hall
EVERGY	Evergy	5230.411	Utilities	04/28/26	3004 4/22/26	125.50	3/23/26 to 4/21/26 City Hall
EVERGY	Evergy	5230.411	Utilities	04/28/26	3520 4/22/26	265.01	3/23/26 to 4/21/26 City Hall
EVERGY	Evergy	5230.411	Utilities	04/28/26	8956 4/22/26	42.99	3/23/26 to 4/21/26 City Hall
MIDPUB64055	Midwest Public Risk	5260.411	Health Insurance	04/07/26	4/2026 Final Inv	5,570.90	April Health Insurance
JANPRO 6500	Jan-Pro of Kansas City	5330.411	Building Maintenance	04/07/26	INV317502	695.00	City Hall janitorial
JAYWIN	Jayhawk Window Cleaning Co., Inc.	5330.411	Building Maintenance	04/07/26	3/31/26 CH	60.00	City hall window cleaning
PETESP66202	Pete's Pest Control, LLC	5330.411	Building Maintenance	04/21/26	223667	60.00	Pest control
TOWNCO	Town & Country Heating and Cooling	5330.411	Building Maintenance	04/21/26	91609519	358.70	City Hall units Lab Blower Clean
LEGALR	The Legal Record	5340.411	Publications	04/14/26	L28685	28.62	PC Public Hearing
LEGALR	The Legal Record	5340.411	Publications	04/28/26	L28909	21.75	Summary Ordinance No. 1846
LEGALR	The Legal Record	5340.411	Publications	04/28/26	L28910	31.54	Treasurer's Quarterly Financial Statement
LEGALR	The Legal Record	5340.411	Publications	04/28/26	L28911	21.75	Summary Ordinance No. 1845
LEGALR	The Legal Record	5340.411	Publications	04/28/26	L28912	21.75	Summary Ordinance No. 1847
STINSO	Stinson LLP	5350.411	Legal Fees	04/07/26	43692016	6,149.15	City Attorney
KONICA75312	Konica Minolta Bus Solutions USA Inc	5370.411	Equipment Maintenance & Licenses	04/07/26	507579202	240.00	March copier
PITBOW 1039	Pitney Bowes Inc.	5370.411	Equipment Maintenance & Licenses	04/07/26	1029193014	225.74	Postage Meter Ink
MARC	MARC	5380.411	Training/Membership	04/07/26	DI0005919	2,054.00	MARC membership
NOGNAT REIM	Nathan Nogelmeir	5380.411	Training/Membership	04/07/26	12/19-3/27/26EXP	52.36	Food
INTCOD 1254	International Code Council, Inc.	5380.411	Training/Membership	04/14/26	Q1500041592	170.00	ICC Membership
NEJCCH	NEJC Chamber of Commerce	5380.411	Training/Membership	04/14/26	50183	200.00	State of the county
ALABAS REIM	Basil Alani	5380.411	Training/Membership	04/28/26	4/14-16/26 EXP	241.98	Reimburse training expense
ALABAS REIM	Basil Alani	5380.411	Training/Membership	04/28/26	4/14-16/26 EXP	34.77	Reimburse training expense
EVERGY	Evergy	5410.411	Civil Defense Siren	04/28/26	4025 4/22/26	26.20	3/23/26 to 4/21/26 Siren
GFL	GFL Environmental	5470.411	City Solid Waste and Recycling	04/07/26	AS0001484442	31,307.50	April solid waste
OFFICE	Office Products Alliance	5700.411	Office Supplies	04/21/26	4255090	41.49	Copy paper
LEAGUE	The League of Kansas Municipalities	5720.411	Miscellaneous	04/21/26	11172	100.00	Job posting
JOHNAM	John A Marshall Company	5900.411	Capital Outlay	04/28/26	4/28/26	22,036.55	Council & office chairs
Total Administration						71,308.90	
KDOL	Kansas Department of Labor	5010.412	Salaries	04/14/26	6000 1/20/26	8,024.54	Unemployment reimbursement
KDOL	Kansas Department of Labor	5010.412	Salaries	04/28/26	6000 4/17/26	177.30	Unemployment reimbursement
WATERO64121	Water District No. 1 of Johnson County	5230.412	Utilities	04/14/26	1151 4/3/26	33.70	5252 Belinder
JCW63195	Johnson County Wastewater	5230.412	Utilities	04/21/26	8131 4/9/26	44.41	3/3/26 to 4/1/26 PD
KGS	Kansas Gas Service	5230.412	Utilities	04/21/26	5127 4/10/26	84.84	3/9/26 to 4/7/26 PD
MIDPUB64055	Midwest Public Risk	5260.412	Health Insurance	04/07/26	4/2026 Final Inv	12,250.20	April Health Insurance
JAYWIN	Jayhawk Window Cleaning Co., Inc.	5330.412	Building Maintenance	04/07/26	3/31/26 PD	35.00	Police Department window cleaning
JCBM	Johnson County Building Materials, Inc	5330.412	Building Maintenance	04/07/26	73490	150.00	Iowa river rock, ton
LOWES 66205	Lowe's	5330.412	Building Maintenance	04/07/26	98500 4/3/26	15.65	Landscape
KONICA60055	Konica Minolta Bus Solutions USA Inc	5360.412	Printing	04/07/26	507486598	38.95	March copier
KU66047	The University of Kansas	5380.412	Training	04/14/26	9E69971B	50.00	Training
ASHELE REIM	Elena Ashcraft	5380.412	Training	04/28/26	3/22-25/26Mileag	143.55	Mileage to training
REJISC	REJIS Commission	5455.412	Computer	04/07/26	574417	530.00	IMDSPlus
JOCOME	Johnson County Mental Health	5500.412	Contract Services	04/28/26	1Q26	5,138.84	contracted services
JOCOGOV	Johnson County Government	5670.412	Prisoner Care	04/28/26	262399	3,000.00	Prisoner care
WEXBAN 4337	Wex Bank	5780.412	Car Expense	04/21/26	111900076	2,689.72	PD Fuel
Total Police Department						32,406.70	

City of Fairway
Ordinance #1848
April 1, 2026 - April 30, 2026

Vendor ID	Vendor	Account	Account Description	Date	Reference	Amount	Memo
KDOL	Kansas Department of Labor	5010.413	Salaries	04/28/26	6000 4/17/26	3,626.16	Unemployment reimbursement
EVERGY	Evergy	5230.413	Utilities	04/07/26	6996 3/24/26	204.06	PW monthly 4717
JANPRO 6500	Jan-Pro of Kansas City	5230.413	Utilities	04/07/26	INV317629	190.00	PW janitorial
KSONEC	Kansas One-Call System, Inc.	5230.413	Utilities	04/07/26	6030253	140.98	PW locates
LINDEG	Linde Gas & Equipment Inc.	5230.413	Utilities	04/14/26	55885349	71.91	Cylinder Rental PW
WATERO64121	Water District No. 1 of Johnson County	5230.413	Utilities	04/14/26	3217 4/3/26	30.19	Monthly 4717 PW
KGS	Kansas Gas Service	5230.413	Utilities	04/21/26	2273 4/10/26	166.61	3/9/26 to 4/7/26 Monthly PW 4717
PERRYW	Perry Weather, Inc.	5230.413	Utilities	04/21/26	13817	1,800.00	Software & weather station subscription
PETESP66202	Pete's Pest Control, LLC	5230.413	Utilities	04/21/26	223616	60.00	Pest control PW
EVERGY	Evergy	5230.413	Utilities	04/28/26	4636 4/22/26	19.25	Monthly 5800 PW
EVERGY	Evergy	5230.413	Utilities	04/28/26	6996 4/22/26	146.99	3/23/26 to 4/21/26 Monthly 4717 PW
WATERO64121	Water District No. 1 of Johnson County	5230.413	Utilities	04/28/26	7127 4/17/26	43.94	Monthly various PW
MIDPUB64055	Midwest Public Risk	5260.413	Health Insurance	04/07/26	4/2026 Final Inv	10,149.00	April Health Insurance
ROLLEA	Roll Easy Door Co.	5330.413	Building Maintenance	04/07/26	122618	1,382.58	PW Garage door repair
LOWES 66205	Lowe's	5330.413	Building Maintenance	04/21/26	77066	160.55	Garbage disposal PW
NAPA 66203	NAPA Auto Parts	5370.413	Equipment Maintenance & Licenses	04/07/26	530563	200.96	PW mower battery
KCARBO	K. C. Arborist	5570.413	Tree Expense	04/21/26	36630	2,150.00	Storm damage 6124 El Monte PW
BLACKM6900	Black & McDonald	5580.413	Street Lights	04/07/26	761921293	1,102.15	PW streetlights
EVERGY	Evergy	5580.413	Street Lights	04/07/26	4930 4/1/26	7,413.13	Monthly signals
BLACKM6900	Black & McDonald	5580.413	Street Lights	04/21/26	761928828	970.00	Light poles covers PW
EVERGY	Evergy	5580.413	Street Lights	04/28/26	8364 4/1/26	607.23	Monthly streetlights PW
GFL	GFL Environmental	5760.413	Dump Fees	04/14/26	AS0001495376	507.75	Dumpster
BALLS	Balls Food	5770.413	Materials/Supplies	04/07/26	103617	15.00	PW water
DREXEL	Drexel Technologies	5770.413	Materials/Supplies	04/14/26	INV185965	154.00	2026 CIP PW
RYANLA	Ryan Lawn & Tree	5770.413	Materials/Supplies	04/14/26	830 3/31/26	893.00	Spring applications PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies	04/21/26	70276	1,132.74	Patch PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies	04/28/26	75748	13.66	Mulch PW
STRASS	Strasser True Value	5770.413	Materials/Supplies	04/28/26	489461	40.30	Trimmer Line Strap PW
WEXBAN 4337	Wex Bank	5780.413	Vehicle Expense	04/21/26	111904446	1,412.32	Fuel PW
Total Public Works						34,804.46	
MIDPUB64055	Midwest Public Risk	5260.414	Health Insurance	04/07/26	4/2026 Final Inv	889.10	April Health Insurance
BUSYOL 1099	Yolanda Bustamante	5350.414	Legal Fees	04/14/26	25	150.00	Court translator
BATHED	Bath & Edmonds, P.A.	5350.414	Legal Fees	04/28/26	98641	302.70	Public Defender
BATHED	Bath & Edmonds, P.A.	5350.414	Legal Fees	04/28/26	98666	600.00	Public Defender
BRATYS 1099	Tyson Bramley	5350.414	Legal Fees	04/28/26	8263	1,200.00	4/1/23 & 4/23/26 Prosecutor
PRITEK	PrintTekk	5700.414	Office Supplies	04/14/26	16292	197.00	Office/Court supplies
PRITEK	PrintTekk	5700.414	Office Supplies	04/14/26	16293	179.00	Office/court supplies
Total Court						3,517.80	
WATERO64121	Water District No. 1 of Johnson County	5230.415	Utilities	04/14/26	1046 4/3/26	72.24	3/3/26 to 4/1/26 Pool
WATERO64121	Water District No. 1 of Johnson County	5230.415	Utilities	04/14/26	5068 4/3/26	71.50	KLF Park 3/3/26 to 4/1/26
JCW63195	Johnson County Wastewater	5230.415	Utilities	04/21/26	2652 4/9/26	50.68	2/3/26 to 3/2/26 Pool
KGS	Kansas Gas Service	5230.415	Utilities	04/21/26	1445 4/10/26	184.46	3/9/26 to 4/7/26 Pool
EVERGY	Evergy	5230.415	Utilities	04/28/26	2230 4/22/26	193.57	3/23/26 to 4/21/26 Pool House
EVERGY	Evergy	5230.415	Utilities	04/28/26	4148 4/22/26	21.04	3/23/26 to 4/21/26 KLF
EVERGY	Evergy	5230.415	Utilities	04/28/26	5686 4/22/26	376.46	3/23/26 to 4/21/26 Pump Room
MIDPUB64055	Midwest Public Risk	5260.415	Health Insurance	04/07/26	4/2026 Final Inv	3,272.50	April Health Insurance
NATCEN	National Center for Safety Initiatives, Ilc	5380.415	Training	04/07/26	67682	18.50	Seasonal employee background screen
SHASCH	Shawnee Mission School District	5380.415	Training	04/07/26	3/31/26 Rentals	698.00	Pool rental
SOEBRI REIM	Brice Soeken	5380.415	Training	04/14/26	4/10/26 EXP	600.00	Golf simulator training
KCELEC	KC Electric Group, LLC	5605.415	Maintenance	04/07/26	260100	1,528.00	Motion light switch install
LEXING	Lexington Plumbing and Heating Company	5605.415	Maintenance	04/21/26	191812	1,800.00	Dewinterized pool
PETESP66202	Pete's Pest Control, LLC	5605.415	Maintenance	04/21/26	223649	60.00	Monthly pest control Pool
CBEQUI	C & B Equipment Midwest - KC Inc.	5605.415	Maintenance	04/28/26	2018800	1,877.50	Pool Pump repair
LEXING	Lexington Plumbing and Heating Company	5605.415	Maintenance	04/28/26	192324	1,739.00	Pool restroom & snack bar repairs
PERRYW	Perry Weather, Inc.	5610.415	Operating Supplies	04/21/26	13817	1,800.00	Software & weather station subscription
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/07/26	127009	198.50	KLF Park Irrigation system turn on/Fertilization Program - Round 1
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/07/26	127020	315.00	Peterson Park Fertilization Program - Round 1
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/07/26	127063	60.00	KLF Park Regular mowing
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/07/26	127068	120.00	Peterson Park Regular mowing
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/14/26	127297	60.00	KLF Park Regular mowing
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/14/26	127304	120.00	Peterson Park Regular mowing
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/21/26	100221	950.00	Emergency tree removal
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/21/26	127629	60.00	KLF Park Regular mowing
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/21/26	127656	120.00	Peterson Park Regular mowing
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/28/26	127706	60.00	KLF Park Regular mowing
SMTHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	04/28/26	127713	120.00	Peterson Park regular mowing
PIZZA51	Pizza 51	5840.415	Facility Rental Supplies	04/21/26	3/6-4/12/26 EXP	1,216.93	Pizzas purchased 3/6/26 to 4/12/26 for City Hall party packages
EVCO	EVCO Wholesale Food Corp	5840.415	Facility Rental Supplies	04/28/26	931340	76.50	Party Rental ice cream
EVCO	EVCO Wholesale Food Corp	5870.415	Concession Supplies	04/28/26	931340	485.32	Snack Bar supplies
GARCHE 1099	Chelsea Garcia	5920.415	Concerts/Programming	04/07/26	20	630.00	Tuesday Chair Yoga in March and Thursday Mindful Strength in March
BALLS	Balls Food	5931.415	Special Events	04/28/26	103641	29.95	Arbor Day treats
Total Parks & Recreation						18,985.65	

City of Fairway
Ordinance #1848
April 1, 2026 - April 30, 2026

Vendor ID	Vendor	Account	Account Description	Date	Reference	Amount	Memo
WATERR	Water Resources Solutions, LLC	5017.540	Stormwater Projects	04/14/26	202404006	9,470.35	State Park PPS
Total Storm Water Utility						9,470.35	
KCELEC	KC Electric Group, LLC	5901.665	Parks & Rec Capital Projects	04/07/26	260101	1,130.00	Electric work for golf simulator project
RENOVA	Renovations & More LLC	5901.665	Parks & Rec Capital Projects	04/24/26	1224Pool House F	10,187.50	Pool House Flooring
GALLUS	Gallus Golf LLC	5901.665	Parks & Rec Capital Projects	04/28/26	23052	1,100.00	Set Up Fee: Mobile App Set Up
Total Sales Tax Reserve Fund						12,417.50	
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities	04/14/26	1421 4/3/26	17.65	3/3/26 to 4/1/26 SIM North
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities	04/14/26	2027 4/3/26	20.73	3/3/26 to 4/1/26 SIM East Bldg
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities	04/14/26	2031 4/3/26	17.15	3/3/26 to 4/1/26 SIM West Bldg
JCW63195	Johnson County Wastewater	5230.760	Utilities	04/21/26	468 4/9/26	6.15	3/3/26 to 4/1/26 SIM East Bldg
KGS	Kansas Gas Service	5230.760	Utilities	04/21/26	1864 4/10/26	117.26	3/9/26 to 4/7/26 SIM West Bldg
KGS	Kansas Gas Service	5230.760	Utilities	04/21/26	1982 4/10/26	180.01	3/9/26 to 4/7/26 SIM North Bldg
KGS	Kansas Gas Service	5230.760	Utilities	04/21/26	2000 4/10/26	239.99	3/9/26 to 4/7/26 SIM East Bldg
EVERGY	Evergy	5230.760	Utilities	04/28/26	7158 4/22/26	38.10	3/23/26 to 4/21/26 SIM North Bldg
EVERGY	Evergy	5230.760	Utilities	04/28/26	7608 4/22/26	18.59	3/23/26 to 4/21/26 SIM Electric Pole
EVERGY	Evergy	5230.760	Utilities	04/28/26	8412 4/22/26	52.49	3/23/26 to 4/21/26 SIM West Bldg
EVERGY	Evergy	5230.760	Utilities	04/28/26	9880 4/22/26	150.95	3/23/26 to 4/21/26 SIM East Bldg
EAGLES	Gargoyle Farms, Inc.	5605.760	Maintenance	04/07/26	100300	30.00	SIM Monthly alarm monitoring for previous month
ENVISI	Envision Lawn & Tree	5605.760	Maintenance	04/07/26	34045	475.00	3/31/26 Lawn moving SIM
GFL	GFL Environmental	5605.760	Maintenance	04/07/26	AS0001487763	24.01	SIM yardwaste 4/1-30/26
JANPRO 6500	Jan-Pro of Kansas City	5605.760	Maintenance	04/07/26	INV317504	295.00	SIM regular cleaning
ELEVAT	Elevator Safety Services, Inc.	5605.760	Maintenance	04/14/26	41855	285.00	SIM Annual inspection
PETESP66202	Pete's Pest Control, LLC	5605.760	Maintenance	04/21/26	223638	180.00	Monthly Pest Control SIM
BALLS	Balls Food	5920.760	Programs	04/21/26	103631	63.59	Spring clean up supplies
MARGAY 1099	Gayle Martin Alexander	5920.760	Programs	04/21/26	4/20/26 Yoga	280.00	8 week Advanced yoga
Total Shawnee Indian Mission Fund						2,491.67	
PLATFO	Platform Ventures, LLC	5896.825	Developer Distribution	04/07/26	2/11/26 CID	268.72	CID Distribution
Total 55th Street CID						268.72	
SHAFOR	Shawnee Mission Ford, Inc.	5540.900	Equipment/Vehicles	04/14/26	74100	57,494.00	2026 Crew Truck
Total Capital Improvements Fund						57,494.00	
BURNSM	Burns & McDonnell Engineering Co., Inc.	5892.908	Architect/Engineering Fees	04/28/26	18133011	30,373.00	CIP Work PW
Total Parks & Recreation Enhancement Fund						30,373.00	
Grand Total						273,948.75	

Council Approval:

_____	_____
_____	_____
_____	_____

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 Monday, April 13, 2026.

Present: Council Members Whitney Henley, James Hafner, Jerry Williams, Kelly Ann Buszek, Lee Story, Emily Snyder, Joseph Levin, and Tanya Keys.

Absent: None.

Presiding: Mayor Melanie Hepperly.

Staff Present: Nathan Nogelmeier, City Administrator; Jim Mosimann and Todd LaSala, City Attorneys; J.P. Thurlo, Police Chief; Bill Stogsdill, Director of Public Works.

Visitors: Gary Young, 5617 Norwood; Brandon and Cassandra Newell, 5340 Canterbury Road.

CALL TO ORDER AND ANNOUNCEMENTS

Mayor Hepperly called the meeting to order.

PLEDGE OF ALLEGIANCE

Mayor Hepperly led the Council in the Pledge of Allegiance.

PROCLAMATION: ARBOR DAY

Mayor Hepperly read a Proclamation designating April 24, 2026 as Arbor Day in the City of Fairway. She urged all citizens to celebrate Arbor Day, to support efforts to protect trees and woodlands, and to plant trees to gladden the heart and promote the well-being of this and future generations.

MONTHLY REPORTS OF STANDING COMMITTEES

CONSOLIDATED FIRE DISTRICT NO. 2, CHIEF CHICK

Mayor Hepperly stated that Chief Chick attends meetings quarterly and she referred the Council to his report in the packet.

ADMINISTRATION AND FINANCE COMMITTEE, MR. NOGELMEIER

Monthly Report

City Administrator Nogelmeier referred to the report in the packet subject to questions. The Administration Committee met on March 25, 2026. The Committee discussed the property tax rebate program and a draft of the potential program will be considered at an upcoming meeting. The Committee discussed a potential project for the West 53rd Street sidewalk and crosswalk and the creation of a benefit district for that work. Staff also provided an update on a project in Roeland Park at Buena Vista and West 53rd Street where they are considering installing a traffic circle.

As for Finance, the Committee discussed the budget calendar for 2027 and how the budgeting process could be affected by activity in Topeka.

POLICE COMMITTEE, CHIEF THURLO

Monthly Report

Chief Thurlo referred to the report in the packet, subject to questions. Police activity last month was the most ever in Fairway. He discussed several incidents that occurred last month. While he is proud of his officers for being aggressive and putting the bad guys in jail, he is disheartened by the amount of activity they are seeing. The Police Department is fully staffed, the officers are community oriented and are out talking with people and being visible throughout the City.

Councilman Story stated that he heard that during the World Cup, the Prairie Village Police Department would be escorting the team that practices in their City to practices and games or wherever else they need to go. He thinks that would take officers off their regular tasks and he asked how that would affect Fairway.

Chief Thurlo stated that planning for the World Cup has been ongoing for months. There have been requests for outside assistance and Fairway will be offering support when there is availability. He confirmed the Police Department in Prairie Village would be supporting the team that is being housed in Prairie Village. As for the transports, they will mainly be handled with traffic units and special assignments. The Police will escort the buses or other vehicles the teams are using around the metropolitan area. Fairway is not housing a team and there are no FIFA events scheduled within the City; however, there will be a number of watch parties and Fan Fest, which will be held in Kansas City, Missouri, and they are requesting additional personnel.

PUBLIC WORKS COMMITTEE, MR. STOGSDILL

Monthly Report

Director Stogsdill referred the Council to the report in the packet, subject to questions. He reported that as a result of the World Cup, they will not be allowing any permitted work in the right of way on Mission Road or Shawnee Mission Parkway from June 1 through July 15. Most cities are keeping their main thoroughfares open during that time.

Responding to Councilman Story's question, Director Stogsdill discussed the traffic calming measures on Norwood. He stated that there were some difficulties with the download transfer of information collected so they will be reconducting the study later in the week after the inclement weather has passed.

Responding to Councilman Haffner's question, Director Stogsdill stated that staff patched the holes in the street near the Fairway Creamery. They are worried there is a waterline leak so the owner will be contacting Water One and will then get back with the City with an update.

PARKS AND RECREATION COMMITTEE, MR. SOEKEN

Monthly Report

City Administrator Nogelmeier referred the Council to the report in the packet. He discussed the annual report for 2025, highlighting that the facility rental numbers and revenues were incredible. He congratulated the Parks and Recreation Department for their great work.

MONTHLY REPORTS OF SPECIAL COMMITTEES

Tree Board

Director Stogsdill reported that the Tree Board is scheduled to meet on Thursday, April 16, 2026.

APPROVAL OF CONSENT AGENDA

Mayor Hepperly outlined the five items on the Consent Agenda. The Consent Agenda items include the following: (A) Minutes of Previous Regular City Council Meeting; (B) Claims and Appropriations – Ordinance #1844 – March 2026; (C) Amendment #9: 2026 CIP Construction Period Services of Agreement with Burns & McDonnell dated January 13, 2025 for 2025-2026 Capital Improvement Plan (CIP); (D) Authorize Mayor Hepperly to Sign the "Intent to Fund" letter for the 2027 Fairway Stormwater Management Program Project.

Mayor Hepperly asked for discussion from the Council. Hearing none, she asked for comments from the public related to the Consent Agenda. Hearing none, she asked for a motion.

Councilwoman Keys moved that the Council approve Consent Agenda Items A through D on the Consent Agenda. Councilwoman Buszek seconded the motion and the motion carried unanimously.

NEW BUSINESS

- A. Consider Ordinance #1845 – An Ordinance Approving a Special Use Permit for the Location of a Sport Court Located at 5766 Windsor Circle, Fairway, Kansas as submitted by Donald and Anna Friend, Property Owners.

City Administrator Nogelmeier stated that this is an application for a Special Use Permit for a sport court. The Planning Commission has recommended approval with some stipulations as set out in the report.

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

Councilman Story moved that the Council approve Ordinance #1845 – An Ordinance approving a Special Use Permit for the location of a sport court located at 5766 Windsor Circle, Fairway, Kansas as submitted by Donald and Anna Friend, Property Owners, subject to staff recommendations. Councilwoman Keys seconded the motion and the motion carried unanimously.

- B. Consider Ordinance #1846 - An Ordinance Approving a Special Use Permit for the Location of a Sport Court Located at 6118 Reinhardt Drive, Fairway, Kansas as submitted by Brett and Jaimie Deuth, Property Owners.

City Administrator Nogelmeier stated that this is an application for a Special Use Permit for a sport court. The Planning Commission has recommended approval with some stipulations as set out in the report.

Mayor Hepperly asked for discussion from the Council.

Councilman Heffner stated that he went by to take a look at the sports court. He stated that the court has a pad on it making it much quieter than a tennis court. The neighbors indicated that they are pleased with the sports court and it does not bother them.

Councilman Levin stated that he also went by the sports court and talked with the neighbor who indicated that he is comfortable with the sports court. In addition, several letters were received from neighbors indicating that do not have a problem with the court. He sees no reason why the Council should not approve the sports court.

Mayor Hepperly asked for additional discussion from the Council. Hearing none, she asked for public comment on this item. Hearing none, she asked for a motion.

Councilman Levin moved that the Council approve Ordinance #1846 – An Ordinance approving a Special Use Permit for the location of a sport court located at 6118 Reinhardt Drive, Fairway, Kansas as submitted by Brett and Jaimie Deuth, Property Owners, subject to staff recommendations. Councilman Haffner seconded the motion and the motion carried unanimously.

C. Consider Ordinance #1847 – An Ordinance Relating to the Regulation of the Operation of Rental or Non-Owner-Occupied Dwelling Units Within the Corporate Limits of the City of Fairway, Kansas; Amending and Repealing Existing Section 7-118 of the Code of Ordinances, City of Fairway, Kansas.

City Administrator Nogelmeier explained that the potential of increasing the penalties for operating a short-term rental without appropriate licensing was discussed at the Administration and Finance Committee meeting and this Ordinance was drafted in accordance with those discussions. Wyandotte County recently increased their penalties to \$5,000 per day for every day of operation of a non-licensed short-term rental. Fairway's current Code sets out penalties between \$250 and \$500 per day for unlicensed short-term rentals, based on the circumstances of the individual citation. Staff is recommending that the fee be increased to a minimum of \$1,500 and a maximum of \$2,500 per day. While specific dollar amounts were not discussed at the Committee meeting, the dollar amounts in the draft Ordinance are left blank and are open for discussion.

City Administrator Nogelmeier explained that the City does not often issue citations for short-term rental licensing violations. Typically, staff will contact the property owner and let them know that they have to be licensed and staff will shut down the short-term rental until the property owner goes through the process.

They do anticipate with the World Cup that short-term rentals will increase and the City will need to be able to address them. With the nightly rates being anticipated during the World Cup, some owners may look at the current penalties and disregard them as a cost of doing business. For example, you can search for short term rentals any week during the World Cup in Fairway and find week long stays that range anywhere from \$3,000 for the week up to \$23,000 for the week.

City Administrator Nogelmeier explained how complaints about short-term rentals are addressed, stating that they do require a significant amount of time, both from a law enforcement and administrative perspective. If the City determines that a short-term rental is operating without proper licensing, the City would issue a citation, either immediately or with fair warning, and then it would go to the Municipal Court for adjudication. If the short-term rental is operating illegally and they do not shut down, the City would reach out to AirBnB directly and the Police Department would, through the existing Ordinances, terminate the short-term rental.

Mayor Hepperly asked if there were questions for staff. Hearing none, she asked for discussion from the Council.

Councilwoman Henley stated that she understands the logic of the cost of doing business where the current fine or fee structure is too low, but she is uncomfortable with raising the fine because of the World Cup and then keeping it high, knowing that the rates will go back down.

Councilwoman Buszek is opposed to the change in the Ordinance because it seems unnecessary and a heavy-handed approach. The City does not know what issues will occur with the World Cup. Some people may inadvertently violate the Ordinance and to assess them a fine of \$1,000 per day seems extreme. She is not in favor of approving the Ordinance.

Councilman Story believes that the current policy of going to the homeowner and telling them they are in violation and giving them an opportunity to cure the violation is a good policy. It sounds like most of the time the violation is cured and if not, then a fine is appropriate at some level. With the World Cup he assumes it will be different because by the time the City notifies the party that is renting the house or the property owner, it will be too late for whoever is there to find another place anywhere around. He agrees that people should get licensed in advance but the proposed fines seem like a lot for somebody who may have inadvertently violated the Code.

Responding to Councilman Haffner's question, City Administrator Nogelmeier stated that staff is working on a public awareness campaign via social media, email and on the website regarding the law that was passed by the State Legislature on April 9, 2026 concerning short term rentals.

Councilwoman Keys stated that she appreciates the preventative thoughts about making sure all short-term rentals are licensed; however, she does not want to limit options for residents. She thinks residents who are considering this will be mindful and seek information about how to properly have a short-term rental.

City Administrator Nogelmeier pointed out that if the Council wanted to limit the increased penalties to perhaps June and July, the Council could consider an Ordinance in August that would lower the fees to the pre-existing level.

City Administrator Nogelmeier explained that House Bill 2481, which was signed into law on Thursday, April 9, 2026, prohibits cities from limiting the number of short-term rentals in their City from May 15 to July 25, 2026. The City currently has a provision in the short-term rental policy that states that if there is an existing licensed short-term rental, no one within 1,000 feet can obtain a license for another short-term rental. The City will not be able to enforce that provision during the World Cup. Staff received between 18 and 25 calls prior to the Bill being signed. Most all of the people who called were in an existing buffer zone. One gentleman who was not in a buffer zone wanted nothing to do with a short-term rental near him and registered his home as a short-term rental with zero intention of ever renting it out. This was creative by the homeowner but also speaks to the sentiment of what staff has heard from residents over the years regarding short term rentals – the majority of residents are not supportive of short-term rentals.

Once the new law is published, staff will put out notification to residents and will start to issue temporary short-term rental permits to those who apply. If the short-term rental is within an existing buffer, their rental license will only be applicable

from May 15 to July 25 and will expire on July 26. The City will not be able to prevent people from adding additional short-term rentals within an existing buffer between May 15th to July 25th.

Currently there are maybe 15 or so short-term rentals throughout the City. There will likely be demand that could double or triple that number fairly quickly. From a public safety perspective, this would raise concerns because these people are not coming in for a business conference, they're coming in for the World Cup. He expects there to be a lot of increased activity, not just in Fairway but in cities all around for the two and a half months that the event is occurring.

City Administrator Nogelmeier thinks the penalty increase would be a deterrent for the World Cup, but also for other events that may come up in the future. When looking at the standard rates in Fairway for a short-term rental, the \$250 to \$500 per day penalty is not really compelling in terms of making property owners register. He added that not all short-term rentals are owned by individuals or Fairway residents. Some of them are owned by corporations who don't have any presence in Fairway at all.

City Attorney Mossiman confirmed that the discussion by the Council this evening relates to the fine associated with enforcement of the short-term rental policy already in the Code. This discussion is separate from adopting or administering a limit on the number of short-term rentals in the City. He sees those as two distinct issues.

Responding to Mayor Hepperly's question, City Administrator Nogelmeier explained that the Bill that was passed by the State only prohibits cities from regulating the number of short-term rentals and it does not prohibit cities from regulating their existing short-term rental rules, such as no on-street parking and limiting the number of guests per bedroom.

Mayor Hepperly pointed out that if someone decides they want to list their home as a short-term rental and they do not want to get licensed, that person will not know about the other regulations the City has for short-term rentals. She believes this causes a security issue, which will fall on the Police Department who is already being stressed by requirements to help surrounding cities. She would like the Council to also take that issue into consideration.

Councilman Williams asked if the Ordinance could increase the fees temporarily instead of having to come back with another Ordinance to reduce them.

City Attorney Mossiman explained that a specific timeframe could not be set out in the Ordinance and if the Ordinance is approved to increase the fees, a new Ordinance would be required to decrease them.

Mayor Hepperly asked for additional discussion from the Council. Hearing none, she asked for a motion.

Councilwoman Keys moved that the Council approve Ordinance #1847 – An Ordinance Relating to the Regulation of the Operation of Rental or Non-Owner-Occupied Dwelling Units Within the Corporate Limits of the City of Fairway, Kansas; Amending and Repealing Existing Section 7-118 of the Code of Ordinances, City of Fairway, Kansas, with the staff recommended penalty of a minimum of \$1,500 and a maximum of \$2,500. Councilman Levin seconded the motion.

Mayor Hepperly requested a roll call vote.

Councilwoman Henley voted no.
Councilman Hafner abstained.
Councilman Williams voted no.
Councilwoman Buszek voted no.
Councilman Story voted no.
Councilwoman Snyder voted no.
Councilman Levin voted yes.
Councilwoman Keys voted yes.

The motion failed 5 to 2 with one abstention.

Mayor Hepperly asked if there was a substitute motion.

Councilwoman Henley moved that the Council approve Ordinance #1847 – An Ordinance Relating to the Regulation of the Operation of Rental or Non-Owner-Occupied Dwelling Units Within the Corporate Limits of the City of Fairway, Kansas; Amending and Repealing Existing Section 7-118 of the Code of Ordinances, City of Fairway, Kansas, with the penalty of a minimum of \$500 and a maximum of \$1,500. Councilman Story seconded the motion.

Mayor Hepperly requested a roll call vote.

Councilwoman Keys voted yes.
Councilman Levin voted yes.
Councilwoman Snyder voted no.
Councilman Story voted yes.
Councilwoman Buszek voted no.
Councilman Williams voted no.
Councilman Hafner voted yes.
Councilwoman Henley voted yes.

Motion carried 5 to 3.

- D. Consider Fontana Drive Block Party Application, Including Public Consumption, Submitted by Edward Shamieh.

City Administrator Nogelmeier reported that normally staff can approve block parties however, the applicant has requested to provide alcohol so the application requires Council approval.

Mayor Hepperly asked for discussion from the Council. Hearing none, she asked for comments from the public.

Gary Young, 5617 Norwood, asked if there is liability insurance involved for block parties considering alcohol is present.

City Administrator Nogelmeier responded that because the block party is occurring on a public roadway that is shut down, it would not be considered a public event. From a liability perspective, the City does not risk any exposure in terms of liability. The applicant is providing the alcohol so the liability is on the provider.

Mayor Hepperly asked if there were additional comments. Hearing none, she asked for a motion.

Councilman Hafner moved that the Council approve the Fontana Drive Block Party Application, including public consumption, submitted by Edward Shamieh. Councilwoman Buszek seconded the motion and the motion carried unanimously.

COMMENTS BY GOVERNING BODY

Councilman Story stated that he and Councilwoman Buszek have been involved in more conversations about the 53rd Street safety issue over the last couple weeks. Although the issue was not on tonight's agenda, that does not mean that the City is not actively seeking potential new safety solutions. The Council will continue to try to find some solution or combination of solutions that will increase safety for residents and particularly children along that stretch of the road.

Councilwoman Buszek also indicated that the City is extremely concerned about the safety issues and the Council is looking for solutions that will help everybody. She noted it is frustrating that a solution has not already been found but the issue is not going away and they are going to work on it until they find a solution.

PUBLIC COMMENT

Mayor Hepperly asked if there were members of the public who would like to comment.

Brandon Newell, 5340 Canterbury Road, stated that they do appreciate the conversations with Councilmembers Story and Buszek. While they do wish solutions had happened months ago, they understand the process is slow and they want a solution that is safe and not necessarily just affordable.

Cassandra Newell, 5340 Canterbury Road, stated that she appreciates that the Council is taking the issue seriously and doing everything it can to help protect residents in that area.

Mayor Hepperly asked if there were additional comments from the public. Hearing none, she closed the public comment portion of the meeting.

EXECUTIVE SESSION – ATTORNEY CLIENT PRIVILEGE

Councilwoman Keys moved that the Council recess into Executive Session to obtain legal advice related to the Development Agreement for the property located at 2820 West 53rd Street, Fairway, Kansas, pursuant to the Attorney/Client Consultation Exception, K.S.A. 75-4319(b)2. The Executive Session will include City Attorney Jim Mosimann, City Attorney Todd LaSala, City Administrator Nogelmeier and Councilmembers. There will be no binding action during the Executive Session and the open meeting will resume in Council Chambers at 8:33 P.M. Councilwoman Henley seconded the motion and the motion carried 7 to 1 with Councilman Hafner voting no.

The Council recessed into Executive Session at 7:33 P.M.

The Council reconvened at 8:33 P.M.

ADJOURNMENT

Mayor Hepperly adjourned the meeting at 8:34 P.M.

Mayor Melanie Hepperly

Attest:

Barb Fox, Recording Secretary



DATE: MAY 7, 2026
TO: MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL
FROM: NATHAN T. NOGELMEIER, CITY ADMINISTRATOR
RE: PROPERTY TAX REBATE PROGRAM

Background:

During the previous two Administration & Finance Committee meetings, the committee discussed the possibility of creating a Property Tax Rebate Program for residents who meet certain criteria.

At the April committee meeting, the draft program was created and recommended to the full City Council for approval. The program would begin in 2027.

Recommended Motion:

A motion to approve the Property Tax Rebate Program for 2027.



PROPERTY TAX REBATE PROGRAM

The goal of the Property Tax Rebate Program is to provide financial relief to qualified residents of Fairway by returning a portion of collected property taxes. To apply, submit an application and supporting documents to City Hall. Staff will contact applicants regarding the status of their application. Rebates will be distributed as funds allow and approved funds will be distributed via a check through the mail.

WHO'S ELIGIBLE?

- You must own and occupy the property for which you are applying.
- You must be current on your property tax payments.
- You must meet the income requirements.
- Your appraised property value, as set by the county appraiser, cannot exceed \$500,000.00.
- You must not have any unresolved municipal code violations.

INCOME REQUIREMENTS

Household Size	Maximum Total Income
1	\$46,800.00
2	\$53,520.00
3	\$60,180.00
4	\$66,840.00
5	\$72,240.00
6	\$77,580.00
7	\$82,920.00
8+	\$88,260.00

HOW DO I APPLY?

Submit the following to City Hall in person, by mail or email: nogelmeier@fairwaykansas.org

- Completed application (incomplete applications will not be accepted)
- Proof of last year's income for all household members (tax return and/or social security statement)

HOW MUCH CAN I GET?

Applicants who meet all criteria are eligible to receive a rebate of up to 50% (\$500 maximum) of the city portion of their property tax bill.

The Property Tax Rebate Program is not applicable to the Solid Waste Fees and Stormwater Utility Fees.

Applications are due by September 1 each year.

Please contact City Hall if you have any questions:

Fairway City Hall, 5240 Belinder Road, Fairway, KS 66205

913-262-0350



Property Tax Rebate Program Application

Types of Income to report

- Earnings (wages, salaries, and self-employment income)
- Interest, dividends and other net income
- Rents, royalties, estate, and trust income
- Retirement pensions and annuities
- Survivor pensions and annuities
- Disability pensions and annuities
- Realized capital gains (losses)
- Alimony, child support payments
- Public assistance
- Supplemental Security Income (SSI)
- Unemployment, workers compensation, severance pay
- Veterans payments



Property Tax Rebate Program Application

Payments made to: _____
Full Name

_____ Phone

Address

_____ Date of Birth

Email

Total Number of People in Household: _____

Income Sources During Claim Period	Amount of Income Received
Total Household Income:	

Will you be filing an income tax return? (Please circle one) YES NO

I, the undersigned do hereby certify the above statements as to residence, income, and amount claimed are true and correct to the best of my knowledge and belief. I further agree to submit proof of income for all household members. (i.e., tax return or social security statement).

_____ Date

Signature of Applicant

OFFICE USE ONLY

Amount of refund:

Please contact City Hall if you have any questions:
Fairway City Hall, 5240 Belinder Rd, Fairway, KS 66205
913-262-0350



DATE: MAY 7, 2026
TO: MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL
FROM: NATHAN T. NOGELMEIER, CITY ADMINISTRATOR
RE: 2820 W. 53RD STREET, FAIRWAY, KS

Background:

At the December 2025 City Council Meeting, the City Council passed an Ordinance creating a Community Improvement District for 2820 W. 53rd Street (the former Houlihan's location) at the request of the property owner and W. VinZant Restaurant Group (WVRG). In addition, the City Council passed a Resolution adopting a Development Agreement with WVRG outlining the terms of the district. While terms of the Development Agreement were agreed to by all parties prior to City Council approval, the City was the only party to sign the agreement.

Over the next several months WVRG continued to negotiate with the property owners regarding the condition of the building and anticipated work to open the space. These negotiations led to additional conversations between WVRG and City Officials with WVRG eventually asking for modifications to the Development Agreement that had already been approved.

Before you this evening are four documents related to the project:

1. A revised Resolution to adopt the modified Development Agreement which contains minor changes.
2. A redlined version of the Development Agreement showing the following changes:
 - a. Updates to the budget
 - b. Updates to the completion timeline
 - c. Updates to the recitals to make them current again
 - d. Added wording in sec. 3.02 to ensure all parties have the reporting information required to be provided to the Department of Revenue
 - e. A clean up a few definitions/terms to ensure consistency throughout the modified document
3. A clean version of the current Development Agreement
4. An Updated CID Ordinance adjusting the CID Tax commencement date

Recommended Motion:

Staff recommends approval and adoption of items 1, 3 and 4 each as separate items.

RESOLUTION NO. 2026-B

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT RELATING TO THE CONSTRUCTION AND FINANCING OF CERTAIN IMPROVEMENTS IN A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF FAIRWAY, KANSAS TO BE KNOWN AS THE 53RD STREET COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, the City of Fairway, Kansas (the “City”) is a municipality within the meaning of the Act; and

WHEREAS, the Act further authorizes the City, in order to pay community improvement district project costs, to levy special assessments in the community improvement district to be paid in installments, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act (K.S.A. 79-3601 *et seq.*), as amended, within a community improvement district in any increment of .10% or .25% not to exceed 2.0%, and to issue special obligation notes or bonds payable from such community improvement district sales tax and/or provide pay-as-you go financing; and

WHEREAS, on or about November 6, 2025, a petition (the “Petition”) was filed with the City Clerk of the City requesting (a) the creation of a community improvement district generally located at 2820 W. 53rd Street, Suite 123 within the City (the “53rd Street CID”); (b) the making of improvements related thereto; (c) the community improvement district project costs to be incurred within the 53rd Street CID be financed with pay-as-you go financing and payable from revenues received from the imposition of the CID Sales Tax (as defined herein); and (d) the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act, as amended, within the 53rd Street CID in the amount of two percent (2.0%) (the “CID Sales Tax”), all in accordance with the Act; and

WHEREAS, said Petition was signed by (a) the owners of record, whether resident or not, of more than 55% of the land area within the proposed 53rd Street CID and the owners of record collectively owning more than 55% by assessed value of the land area within the proposed 53rd Street CID, and (b) The Fairway KC, LLC, a Kansas limited liability company (“Developer”) as the developer of the community improvement district project related to the 53rd Street CID (the “Project”); and

WHEREAS, pursuant to Resolution No. 2025-J of the City, adopted on November 10, 2025, the City directed a public hearing on the proposed 53rd Street CID be held and declared its intent to levy the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, the City provided proper notices for calling a public hearing on the creation of the 53rd Street CID, and the Governing Body of the City, after holding such public hearing, approved the creation of the 53rd Street CID on December 8, 2025 through the passage of Ordinance No. 1840; and

WHEREAS, on December 8, 2025, the Governing Body of the City passed Resolution No. 2025-K, authorizing the City to enter into a development agreement for the Project in substantially the form of the development agreement presented to and reviewed by the governing body on December 8, 2025;

WHEREAS, following the passage of Resolution No. 2025-K, the Developer requested modifications to the approved form of development agreement; and

WHEREAS, the Governing Body of the City finds it is necessary and desirable that the City enter into a development agreement with the Developer (the “Development Agreement”) for the purpose of setting forth the parties’ understandings related to the construction, financing and operation of the Project.

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

Section 1. Authorization of Development Agreement. The City is hereby authorized to enter into the Development Agreement by and between the Developer and the City in substantially the form presented to and reviewed by the Governing Body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be approved by legal counsel to the City, the City Administrator, and other officials of the City executing such documents, such officials’ signatures thereon being conclusive evidence of their approval thereof and the same are hereby approved in all respects.

Section 2. Execution of the Development Agreement. The Mayor, City Administrator, and City Clerk are hereby authorized to execute, seal, attest and deliver the Development Agreement and a memorandum of the Development Agreement and such other documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the City.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

[Remainder of page left blank; signature page follows.]

ADOPTED on May 11, 2026.

By: _____
Melanie Hepperly, Mayor

[SEAL]

By: _____
Abbie Aldridge, City Clerk

DEVELOPMENT AGREEMENT

FOR 53rd STREET VINZANT RESTAURANT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of _____, ~~2025~~2026 (the "Effective Date") by and between the CITY OF FAIRWAY, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas (the "City") and The Fairway KC, LLC, a Kansas limited liability company (the "Developer"), pursuant to Resolution No. ~~2025-K~~ _____ adopted by the ~~Governing Body~~governing body of the City on ~~December 8~~May 11, ~~2025~~2026.

RECITALS:

A. Developer has entered into a lease agreement (the "Lease") with Fairway Restaurant Group, LLC (the "Owner"), the owner of certain real property which is located in the City and is generally located at 2820 W. 53rd Street, Suite 123, as legally described on Exhibit A-1 and generally depicted on Exhibit A-2, as attached hereto (the "Project Site").

B. ~~The~~ Developer wishes to redevelop, renovate and improve the former restaurant building located on the Project Site and to open a new sit-down restaurant concept in and on the Project Site, all as more particularly set forth in Section 2.01 below (the "Project").

C. The City has the authority to create a community improvement district ("CID" ~~or the "District"~~) pursuant to K.S.A. 12-6a26 *et seq.*, as amended from time to time (the "Act") for the purpose of financing certain economic development related projects. Under the Act, the owners of the land within the boundaries of a proposed CID may petition the City to request the creation of a CID and to impose special assessments and/or CID sales taxes ("CID Sales Tax") to pay for or reimburse the costs of a portion of a CID project.

D. Developer ~~has~~ submitted a petition (the "CID Petition") to the City which ~~is~~was signed by Developer and the Owner, and ~~is requesting~~requested the formation of a CID encompassing all of the Project Site (the "District"). A copy of the CID Petition is attached hereto as Exhibit B. ~~A legal description of the boundaries of the District is hereby set forth on Exhibit C attached hereto.~~

E. ~~In accordance with the condition set forth in Section 3.01(b), the~~The City ~~has~~ provided proper notices for calling a public hearing on the creation of the District, ~~through the passage of an ordinance (the "CID Ordinance") pursuant to the Act,~~ and the governing body of the City ~~may approve or deny the CID Ordinance in its sole and absolute discretion. If approved by the governing body,~~ after holding such public hearing, approved the creation of the District on December 8, 2025 through the passage of Ordinance No. 1840 (the "CID Ordinance"), a copy of which is attached hereto as Exhibit D. A legal description of the boundaries of the District is set forth on Exhibit C attached hereto.

F. On December 8, 2025, the governing body of the City passed Resolution No. 2025-K, authorizing the City to enter into a development agreement for the Project in

substantially the form of the development agreement presented to and reviewed by the governing body on December 8, 2025. A copy of Resolution No. 2025-K is attached hereto as **Exhibit I**. Following the passage of Resolution No. 2025-K, Developer requested modifications to the form of development agreement presented to and reviewed by the governing body on December 8, 2025, and such modifications are reflected herein.

~~of the City, the CID Ordinance would provide for the imposition of a CID Sales Tax of 2% within the District to be used to pay for and/or reimburse certain Project Costs (as defined in Section 3.01 below). The CID Ordinance would also specify that the CID Sales Tax is to commence on June 1, 2026, or any other effective date that the City may approve by ordinance if a change in the effective date is requested in writing by Developer and all owners of record in the District. If approved by the City, the CID Ordinance is to G.~~ In connection with the approval of this Agreement, the City may approve Ordinance No. _____, which ordinance would amend the commencement date of the CID Sales Tax set forth in Section 4 of the CID Ordinance, from June 1, 2026 to on or about April 1, 2027, a copy of which ordinance shall be attached hereto as **Exhibit DJ**.

~~FH.~~ The parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

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

ARTICLE I.

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Incorporation of Recitals. The parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

Section 1.02. Definitions of Words and Terms. Capitalized words used in this Agreement which are not otherwise defined herein shall have the meanings set forth in the Annex of Definitions attached hereto.

Section 1.03. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in the attached Annex of Definitions include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted governmental accounting principles.

(c) All references herein to "generally accepted governmental accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.04. Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to the construction or interpretation of this Agreement.

ARTICLE II.

DEVELOPMENT OF THE PROJECT

Section 2.01. Development of the Project. The City and Developer hereby agree that the Project consists of the renovation, remodel and construction of new improvements within the existing restaurant building on the Project Site, including the CID Improvements and other improvements described in this Section 2.01 and as set forth on the Project Budget attached hereto and incorporated by reference herein as **Exhibit E**; furthermore, the Project shall include the construction, equipping and installation of the specific improvements, equipment and fixtures to the building to allow for a new upscale, full-service, sit-down restaurant and bar concept. All of the construction, remodeling, installation of equipment and fixtures and other improvements described in this Section 2.01 (the "Improvements"), shall be developed, renovated, constructed, completed, and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and plans approved by the City. On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for the design, redevelopment, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Agreement and all other Applicable Laws and Requirements. The parties further agree that, subject to any changes to the Approved Site Plan, the "Project" shall include the following:

(a) **Parking Lot and Exterior Improvements.** The redevelopment, repair and construction of the parking improvements for all surface parking lots servicing the Project Site, including parking lot signage and striping, and installation of a patio area, and entry vestibule. The exterior improvements will also include repairs and upgrades to the brick work and exterior finishes for the building.

(b) Landscaping. The design, redevelopment and construction and completion of the renovation and enhancement of existing landscaping benefiting the Project Site, along with the design, redevelopment and construction and completion of certain new landscaping.

(c) Interior Building Improvements. The design, redevelopment and construction and completion of interior Improvements to the building, including kitchen and lobby improvements, fixtures and equipment, along with renovation, repair and improvement to the infrastructure and utilities serving the Project.

(d) Sustainability Improvements. The installation of smart lighting, smart thermostats (to optimize heating and cooling of the building), and a water-filtration system, all designed to provide for energy and water conservation.

Section 2.02. CID Improvements. Subject to the terms and conditions of this Agreement, Developer shall be responsible for funding the costs to construct the Project, including that portion of the Improvements and the Project that constitute the "CID Improvements." The CID Improvements, and the estimated costs thereof, are identified in the "CID Eligible" column of the Project Budget attached hereto as **Exhibit E**. A portion of the costs of the CID Improvements may be reimbursed to Developer as set forth in Article IV below. Other than the CID Improvements, the balance of the costs of completing the Project shall be funded by Private Funds (as defined in Section 3.01 below).

Section 2.03. Completion of the Project. Developer shall complete the Project, including the CID Improvements, in conformance with the City-approved plans, zoning ordinances, related stipulations, City building codes, and all other Applicable Laws and Requirements. Before commencement of construction or development of any and all buildings, structures or other work or improvement, Developer shall obtain any and all permits, which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. With respect to any reference in this Agreement to Developer's obligation to complete the Project, any such obligation refers to completion of the scope of work set forth in Section 2.01, and does not refer to the expenditure of any particular amount of funds for a specific line item or for all line items set forth thereon.

Section 2.04. Relationship of the City and Developer. The performance of all activities by Developer hereunder shall be as an independent contractor and not as an agent of the City.

Section 2.05. Project Timing – Milestones. Developer, subject to the terms of Section 7.07 hereof, agrees to construct the Project based upon the schedule set forth on **Exhibit F**, the Performance Milestones. In the event that Developer shall fail to meet any of the Performance Milestones set forth in **Exhibit F**, then the City may require Developer to appear before the City to show cause why Developer failed to comply with the Performance Milestones. If Developer cannot show cause for the delay which is reasonably satisfactory to the City, then the City may exercise its rights and remedies as set forth in Section 7.04 herein.

Section 2.06. Indemnification. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (each, a "City Indemnified Party" and collectively, the "City Indemnified Parties") harmless from and against any and all suits,

claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with: (i) the acquisition of the Project by Developer; (ii) the management, design, construction, development and completion of the Project, including the CID Improvements, by the Developer; (iii) the use or occupation of the Project by Developer or anyone acting by, through or under the Developer; (iv) damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring in, on or about the Project or the District; (v) any breach, default or failure to perform by the Developer under this Agreement; (vi) any act by an employee of the City at or on the Project which is within or under the control of the Developer or pursued at Developer's request for the benefit of or on behalf of the Developer; (vii) the Developer's actions and undertaking in implementation of the Project or this Agreement; and (viii) any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor. The parties further agree as follows:

(a) This section shall not apply to negligence or willful misconduct of the City or its officers, employees or agents.

(b) This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.), (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, and any other Applicable Laws and Requirements at the Project Site or any other place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

(c) In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, the City Indemnified Party shall give prompt notice to Developer of the occurrence of such event. The failure to notify Developer shall not relieve Developer of any liability that it may have to a City Indemnified Party; provided however that the City hereby agrees that it shall not defend, settle or otherwise resolve any such Actions without prior notice to Developer. Within fifteen (15) days of receipt of such notice, Developer may elect to defend, contest or otherwise protect a City Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel reasonably approved by a City Indemnified Party. The City Indemnified Party shall have the right, but not the obligation, to participate, at the City Indemnified Party's own cost and expense, in the defense thereof by counsel of the City Indemnified Party's choice. In the event that Developer elects not to defend, contest or otherwise protect a City Indemnified Party against such Action, the City Indemnified Party shall have the right to do so, and (if such

defense is undertaken by the City Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the City Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment for services that were rendered no sooner than thirty (30) days after the later of the Developer's election to defend or the expiration of Developer's defense election period and, within thirty (30) business days after such submission of such bills for fees and costs, Developer shall transfer to the City Indemnified Party sufficient funds to pay such bills.

(d) A City Indemnified Party shall submit to Developer any settlement proposal that the City Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the City Indemnified Party will unreasonably withhold its consent to a proposed settlement.

(e) Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon Developer in order to induce the City to enter into this Agreement. To the fullest extent permitted by law, a City Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement, and the right to apply any deposit or other funds submitted by Developer to the City Indemnified Party in payment of the damages suffered by it, as is necessary to protect the City Indemnified Party from loss. If such court action is successful, the City Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

(f) The right to indemnification set forth in this Agreement with respect to events or circumstances that occurred or arose during the term of this Agreement shall survive the termination of this Agreement.

Section 2.07. Insurance.

(a) Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the Term, maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations, similar development projects (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as are adequate to protect the Developer and the Project which amounts shall not be less than those set forth herein. Throughout the Term, the Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance ("Certificate") listing all coverages applicable to the Project.

(b) The City and the Developer acknowledge there is no anticipated public infrastructure to be constructed as part of the Project. To the extent the Project scope is

later adjusted to include the construction of any public infrastructure, the Developer shall require and enforce the contractor(s) hired to perform work on any public infrastructure to fully comply with the following insurance requirements, provided that said contractor(s) failure to comply with these insurance requirements after Developer's reasonable efforts to enforce said insurance requirements shall not constitute breach of this Agreement on behalf of Developer:

(i) General: The contractor shall secure and maintain, for at least five (5) years following completion of the contractor's public infrastructure work on the Project Site, insurance (on an occurrence basis unless otherwise agreed by the City and Developer) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on Acord forms or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate of insurance.

(ii) Notice of Claim Reduction of Policy Limits: The contractor, upon receipt of notice of any claim in connection with the Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

Developer shall also cause the contractor to monitor and to promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate of insurance if the contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Developer shall cause the contractor to promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(iii) General Liability:

Limits –

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

Policy MUST include the following conditions:

- (1) Commercial General Form
- (2) Broad Form Contractual / Contractually Assumed Liability
- (3) Independent Contractors
- (4) Broad Form Property Damage

(5) **NAME CITY OF FAIRWAY AS "ADDITIONAL INSURED"**

(iv) Automobile Liability (as applicable): Policy shall protect the contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as General Liability)
Combined Single Limits, Bodily Injury and Property Damage -
Each Accident:

Policy MUST include the following condition:
NAME CITY OF FAIRWAY AS "ADDITIONAL INSURED"

(v) Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –
Each Occurrence: \$2,000,000
General Aggregate: \$2,000,000

(vi) Workers' Compensation (as applicable): This insurance shall protect the contractor against all claims under applicable state workers' compensation laws. The Developer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

(vii) Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of A- or better; and
- (3) Carries at least a Class VIII financial rating, or
- (4) Is a company mutually agreed upon by the City and Contractor.

(viii) Subcontractors' Insurance: If a part of the work is to be sublet, the Developer shall either:

(1) Require the contractor to cover all subcontractors in its insurance policies,

or

(2) Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated above.

Whichever option is chosen, Developer shall cause the contractor to indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

Section 2.08. Non-Discrimination. The Developer agrees that throughout the Term:

(a) The Developer shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Sections 2-500 through 2-505 of Article IX entitled "Nondiscrimination" of Chapter 2, entitled "Administration" of the Code of the City of Fairway, and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, sexual orientation, gender identity, national origin, ancestry, disability, genetic information, marital status, familial status, military status or age;

(b) In all solicitations or advertisements for employees, the Developer shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

(c) If the Developer fails to comply with the manner in which the Developer reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Developer shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;

(d) If the Developer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Developer shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

(e) The Developer shall include the provisions of Sections 2.08(a) through (d) above in every contract, subcontract or purchase order so that such provisions will be binding upon such contractor, subcontractor or vendor.

The Developer further agrees that throughout the Term, the Developer shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to

this Project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this Project.

ARTICLE III.

CID FINANCING

Section 3.01. Source of Funds; Condition for Approval of CID. The costs of the Project (the “Project Costs”) will generally be funded by Developer’s private equity and debt (“Private Funds”). Subject to the terms and conditions of this Agreement (including the condition described in Section 3.01(b) below, the Eligible Expenses shall be reimbursed with CID Sales Tax proceeds, subject to the terms and conditions set forth herein and subject to Section 3.08 hereof.

(a) Reference is hereby made to the Eligible Expenses which are more particularly set forth in the “CID Eligible” column of the Project Budget attached hereto as on Exhibit E attached hereto. Developer, using private equity and debt, will initially advance all of the costs for the design, development, installation and/or construction of the CID Improvements. Developer, subject to the terms and conditions of this Agreement, including the CID Cap set forth in Section 3.04 below, shall be reimbursed for the Eligible Expenses from and to the extent of the CID Sales Tax proceeds collected during the Term. As a matter of clarification, any costs incurred or paid by a third party (for example, rent and/or costs incurred, paid, or passed through by Developer’s landlord under the Lease) shall not be included as Project Costs and shall not be eligible to be Eligible Expenses.

(b) This Agreement, and the Pay-As-You-Go CID Financing described herein is expressly conditioned upon the approval of the creation of the District through the passage the CID Ordinance in the sole discretion of the governing body of the City. Following receipt of the CID Petition signed by Owner and Developer and filed with the City, the City properly noticed up a public hearing for consideration of the CID Ordinance. If the City does not, in its sole discretion approve the ~~CD~~District by passage of the CID Ordinance, then either the City or Developer may terminate this Agreement. Upon any such termination of this Agreement: (i) this Agreement shall terminate and be of no further force and effect, and (ii) except as specifically set forth herein, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the City to be paid for by Developer pursuant to that certain Funding Agreement dated as of April 10, 2025, and the provisions of this Agreement, the City shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

Section 3.02. CID Sales Tax. The City hereby agrees that the CID Improvements may be financed and reimbursed with Pay-As-You-Go CID Financing, and payable from revenues received from the imposition of a CID Sales Tax in the amount of two percent (2%) on the sale of food, beverages and other products and services which are taxable pursuant to the Kansas

Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) within the District. The Developer agrees to provide to the Kansas Department of Revenue (the "DOR") its name and any other information requested by the DOR, as the only tenant within the District within the timeframes required by the DOR, so that the DOR can notify Developer within the District of its requirement to collect a CID Sales Tax beginning on that certain date which is set forth in Recital E of this Agreement. Developer shall also provide a copy of such notice to the City.

Section 3.03. CID Sales Tax Fund. During the Term, all CID Sales Tax proceeds generated within the District and received by the City from DOR shall be deposited into the CID Sales Tax Fund, which shall be established and administered by the City in compliance with the laws of the State and this Agreement.

Section 3.04. Pay-As-You-Go CID Financing. The parties hereby agree that the proceeds from the CID Sales Tax shall be disbursed by the City quarterly from the CID Sales Tax Fund on a pay-as-you-go basis ("Pay-As-You-Go CID Financing"), to reimburse Developer for Eligible Expenses, if and to the extent that (i) there are CID Sales Tax proceeds in the CID Sales Tax Fund, (ii) Developer has fully satisfied all of the conditions set forth in Section 3.05 hereof, (iii) the Term has not yet expired, and (iv) Developer has not already been reimbursed for Eligible Expenses in an amount equal to the CID Cap, and Developer is not in default under the terms and conditions of this Agreement beyond any applicable notice and cure periods provided herein. The parties further agree as follows:

(a) The CID Sales Tax available to Developer for reimbursement of Eligible Expenses shall in no event exceed \$1,658,055.00 (the "CID Cap"). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of any and all Eligible Expenses. Once Developer has received an amount equal to the CID Cap for reimbursement of Eligible Expenses through Pay-As-You-Go CID Financing, the parties understand and agree that the ~~CID~~District shall thereafter terminate, and the CID Sales Tax shall terminate and no longer be levied or collected within the District. Notwithstanding anything contained in this Agreement to the contrary, the CID Cap shall not include (a) CID Administrative Fees or (b) legal fees of the City's attorneys' fees incurred in connection with the creation, amendment and implementation of the ~~CID~~District and this Agreement.

(b) The CID Sales Tax shall be collected within the District for a period that commences on the date that the CID Sales Tax is first imposed within the District up to and concluding upon that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all Eligible Expenses by Pay-As-You-Go CID Financing (up to the CID Cap), or (ii) regardless of whether the Developer has been fully reimbursed for all Eligible Expenses, that date which is twenty two (22) years from the date that the CID Sales Tax is first imposed (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the ~~CID~~District shall thereafter terminate, and the CID Sales Tax shall terminate and no longer be levied or collected within the District.

(c) In addition to the limitations set forth above, the parties hereby agree that upon completion of the Project and submittal of the final Certificates of Expenditures by Developer pursuant to Section 4.02 below, the CID Cap shall be reduced if and to the

extent that the Project Costs to be paid for with CID Sales Tax proceeds shall be more than fifty percent (50%) of the total Project Costs. In other words, if and to the extent that the CID Cap shall be more than fifty percent (50%) of the total Project Costs, then Developer hereby agrees that the CID Cap shall be proportionately reduced so that the CID Cap shall not be more than fifty percent (50%) of the total Project Costs. For purposes of this provision, and subject to the Act and to all other Applicable Laws and Requirements, the total Project Costs shall include Project Costs which are set forth on **Exhibit E**.

(d) Developer shall not receive any reimbursements from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth in Section 3.05 have been fully satisfied as determined by City in its sole reasonable discretion.

Section 3.05. Conditions Precedent to Reimbursements. Developer hereby understands and agrees that it shall not receive any reimbursements for Eligible Expenses from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth below have been fully satisfied as determined by City in its sole reasonable discretion:

(a) City has approved Certificates of Expenditure for such CID Improvements; and

(b) Construction of all of the Improvements described in Section 2.01 shall be completed and the Project has opened to the public; and

(c) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder.

Section 3.06. No CID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-As-You-Go CID Financing, and nothing in this Agreement shall in any way obligate the City to issue bonds or other obligations to reimburse Developer for the Eligible Expenses or any other costs of the Project.

Section 3.07. Payment of CID Administrative Fee. As and when there are sufficient CID Sales Tax revenues from the District to pay the CID Administrative Fee, Developer hereby understands and agrees that such CID Administrative Fee shall have first priority to available funds in the CID Sales Tax Fund.

ARTICLE IV.

CID REIMBURSEMENT

Section 4.01. CID Reimbursement. Subject to Article III of this Agreement, CID Sales Tax shall be used to reimburse the Developer for the Eligible Expenses, as described in **Exhibit E**, by Pay-As-You-Go CID Financing, and in all events in accordance with the terms of this Agreement. In no event will the reimbursement described hereunder exceed the CID Cap.

Section 4.02. Certificate of Expenditures. In connection with the Eligible Expenses for the CID Improvements, Developer shall certify all costs and expenditures in accordance with the following:

(a) The Developer shall submit to the City a Certificate of Expenditure in the form attached hereto as **Exhibit G** setting forth the amount for which reimbursement is sought and an itemized listing of the related Eligible Expenses. Prior to or concurrently with the first Certificate of Expenditure submitted by Developer to the City, the Developer shall submit plan documentation to assist the City in reviewing the Certificate of Expenditures. Such documentation shall include, but not be limited to:

(i) A scalable "General Layout" plan sheet showing the general layout and location of the CID eligible Expenses. Non-eligible items shall be clearly differentiated from eligible items.

(ii) A summary of plan quantities delineating the eligible from non-eligible items.

(iii) Copies of certified bid tabulations or contracts verifying the contractor's bid on eligible items. Such tabulations or contracts must clearly differentiate items by eligible and non-eligible items.

(b) Each Certificate of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the City shall reasonably require to document appropriate payment and shall include an overall cost summary, as well as a cost summary for each division of work (i.e., grading, erosion control, roadway, sanitary sewer and storm sewer). The cost breakdown shall include the quantity, unit price and price extension for each eligible item requested for reimbursement. Each Certificate of Expenditure shall also be accompanied by an updated Project Budget as set forth on **Exhibit E** including any changes permitted by Section 4.03 below.

(c) Each Certificate of Expenditure shall also include evidence of payment and cost breakdowns for Project Costs paid with Private Funds in an amount which is at least equal to the reimbursements requested from CID Pay-As-You-Go Financing reimbursements in the Certificate of Expenditure.

(d) The City reserves the right to have its engineer, City staff or other agents or employees inspect all work in respect of which a Certificate of Expenditure is submitted, to examine the Developer's and other's records relating to all costs of CID Improvements to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof. The Developer hereby agrees to pay all actual and verifiable expenses incurred by the City pursuant to this subsection (d), provided that no third party inspection costs shall exceed \$2,000.00 per Certificate of Expenditure submission.

(e) The City shall have forty-five (45) calendar days after receipt of any Certificate of Expenditure to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certificate of Expenditure

directly relates to the CID Improvements; (2) the expense was incurred; (3) Developer is not in default under this Agreement beyond any applicable notice and cure periods provided herein; (4) the expense is not prohibited by the terms and conditions of Section 3.04 hereof; and (5) there is no fraud on the part of the Developer, then the City shall approve the Certificate of Expenditure and reimburse the Developer for financing the cost of the CID Improvements pursuant to the terms of this Agreement. If the City disapproves of the Certificate of Expenditure, the City shall notify the Developer in writing of the reason for such disapproval within such forty-five (45) day period, provided that Developer shall have the right to attempt to remedy any reasons for disapproval cited by City and re-submit, no more than once per Certificate of Expenditure, the Certificate of Expenditure for City approval, in which event, the same 45-day response period described herein will apply.

(f) Within one-hundred eighty (180) days of execution of this Agreement, the Developer shall submit Certificates of Expenditure for those expenditures made prior to the execution of this Agreement in connection with the CID Improvements, if any. During the Term, the Developer shall endeavor to submit Certifications of Expenditures for those expenditures made in connection with the CID Improvements on a quarterly basis, and shall submit a Certificate of Expenditures for any expenditure made in connection with a CID Improvement within one-hundred eighty (180) days of incurring such expenditure.

Section 4.03. Line Items. The parties hereby agree that increases in line item amounts in the column labeled "CID" in the Project Budget as set forth on **Exhibit E** may be made by Developer as long as (a) no such increase represents more than a 15% change per line item, and (b) Developer provides the City Administrator's office with prior written notice of such change. No increase will be effective without such notice to the City Administrator's office and a modified Project Budget reflecting such change. Additionally, in the event the Developer wants to increase one or more such line items in the Project Budget in excess of 15% per line item, then any such modifications may be requested by Developer in writing and must be approved by the City Administrator's office. However, no such proposed increase shall be permitted within (a) General Conditions, or (b) any category that has \$0.00 in the "CID" column in the Project Budget set forth on **Exhibit E**.

Section 4.04. Reimbursement Priority. All payments or reimbursements of whatever kind from the City to the Developer under this Agreement shall be made in the following priority:

(a) First, to the City, to the extent permitted by Applicable Laws and Requirements, as payments by the Developer for (i) all amounts delinquently due or owing (including all taxes, fees, or fines), including any interest and penalty thereon, by the Developer to the City under this Agreement, under any other agreement with the City, or under any Applicable Laws and Requirements; (ii) all actual out-of-pocket costs incurred (and any interest or penalty thereon) by the City in entering into, operating under, or enforcing this Agreement, including without limitation the CID Administrative Fee, reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate); (iii) indemnification of the City for any indemnity obligation owed by Developer (or its Affiliate) to the City, and any interest or penalty thereon; and (iv) any reimbursement due

to the City on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement with the City, or under any Applicable Laws and Requirements; and

(b) Second, to the Developer for actual amounts to which the Developer is entitled by the other provisions of this Agreement.

ARTICLE V.

ASSIGNMENT AND TRANSFER

Section 5.01. Assignments by Developer. Neither the Lease, Developer's interest in and to the Project, nor the rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity, without the prior approval of the City's governing body, in its sole reasonable discretion, following verification by the City's attorney that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project and/or this Agreement being transferred. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject. The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer, provided that Developer's release shall not be unreasonably delayed upon City's approval of the assignment.

Section 5.02. Successors and Assigns. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, other than Developer, no transferee, assignee or the Owner of Project Site shall be entitled to any rights whatsoever or claim upon the reimbursements from the CID Sales Tax, except as specifically authorized in writing by the City.

Section 5.03. Excluded Encumbrances and Transfers. The foregoing restrictions on assignment, transfer and conveyance and the restriction in this Article V shall not apply to (a) any collateral assignment or security interest granted to secure indebtedness to any construction or permanent lender, (b) any transfer of some or all of the rights and/or obligations under this Agreement to a person or entity that is controlled by Developer, which Developer controls, or that is under common control with Developer (an "Affiliate"). Developer hereby agrees to provide the City with written notice of any assignment or transfer permitted by this Section 6.03 within fifteen (15) days after such assignment or transfer.

ARTICLE VI.

USE AND OPERATION OF THE PROJECT

Section 6.01. Term. The Term of this Agreement shall commence on the Effective Date and shall expire upon the date of the last CID payment to Developer required following the end of the CID Collection Period, unless earlier terminated by either party in accordance with the terms of this Agreement (the "Term").

Section 6.02. Use and Operation. Developer covenants that at all times during the Term it will, at its expense:

(a) Conduct its business at all times in a dignified quality manner and in conformity with the industry standards for similar first-class, full-service, sit-down restaurants and in such reasonable manner as to maximize sales and/or rentals and to help establish and maintain a high reputation for the Project.

(b) Perform its duties to maintain the Project and the District as set forth in Section 6.03 hereof.

(c) Perform its duties to repair, restore, and replace portions of the Project as set forth in Section 6.07(ii).

(d) Subject to Excusable Delays, complete construction of the Improvements and open the Project to the public as soon as possible, but in no event later than the date set forth in the Performance Milestones on **Exhibit F**; and continuously operate and conduct business in all of the building, other than such minor portions thereof as are reasonably required for food preparation, storage and office purposes; use such food preparation, storage and office space only in connection with the business conducted by Developer in the Project; offer a full menu to customers and maintain an adequate number of trained personnel for efficient services to customers and to continuously remain open during the Term from at least 11:00 a.m. to 9:00 p.m. Mondays through Thursday, from at least 11:00 a.m. to 10:00 p.m. on Fridays and Saturdays, and from 11:00 a.m. to 8:00 p.m. on Sundays, not including the following holidays: Halloween, Labor Day, Memorial Day, Thanksgiving, July 4th Independence Day, Christmas, Easter, and New Years Day. Developer agrees that the Project will not be open past 2:00 a.m. at any time; and operate and conduct its business on the Project Site in compliance with all Applicable Laws and Requirements.

(e) Operate the Project under the trade name: "American Fire", as an upscale, full-service, sit-down restaurant and bar concept. A representative menu , including initial pricing, is hereby attached as **Exhibit H**. Provided Developer's affiliated full-service restaurant concepts shall be approved, no other material changes to the name or concept shall be made without the prior consent and approval of the City, which shall not be unreasonably withheld, conditioned, or delayed.

(f) Maintain reasonable environmentally sustainable practices in the operation of the Project.

Section 6.03. Maintenance and Use. During the Term, Developer shall cause the Improvements, the Project and all other of its property used or useful in the conduct of its business and operations within the District, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other similarly situated restaurant spaces in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe conduct of its business and operations within the District. Nothing in this Section 6.03 shall preclude Developer from removing or demolishing any building or buildings, if in its reasonable judgment, such removal or demolition is desirable in the conduct of its business, and as long as the same does not materially adversely affect the value of the Project or Developer's ability to (i) perform its obligations under this Agreement, or (ii) generate CID Sales Taxes within the District. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, this Agreement, the Approved Site Plan, and as long as the same do not materially adversely affect the value of the Project or Developer's ability to perform its obligations under this Agreement, or generate CID Sales Taxes within the District.

Section 6.04. Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any government authorities applicable to the conduct of their business and operations and the ownership of the Project. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Law and Requirements. Provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any government authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement.

Section 6.05. Payment of Taxes and Liens. The Parties hereby agree as follows:

(a) During the Term of this Agreement, Developer and its Affiliates shall pay (or cause Owner to pay) when due all real estate taxes and assessments related to the Project. In the event that the Developer shall fail to pay all such applicable real estate taxes and assessments, the parties understand and agree that the City may suspend all reimbursements of Eligible Expenses through Pay-As-You-Go CID Financing during any time that such real estate taxes and assessments on the property the Developer (or its Affiliates) owns within the City remain unpaid. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit the Developer or its Affiliates from contesting the assessed value of the properties, improvements or the taxes thereon in good faith by appropriate proceedings; provided however that Developer or its Affiliates shall pay any and all amounts that are contested under protest while any such proceedings are pending. The Developer and any other owners of real property within the District shall promptly

notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the District.

(b) Developer further agrees that no mechanics' or other liens shall be established or remain against the Project or the property within the District, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.06. Licenses and Permits. Developer hereby recognizes, stipulates and agrees (a) that in the design, construction, completion, use or operation of the Project, Developer, or its general contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required, and (b) that nothing herein shall be construed as any release by the City of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

Section 6.07. Damage, Destruction or Condemnation. In the event of damage to or destruction of any portion of the Project resulting from fire or other casualty during the Term, or in the event any portion of the District is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, Developer shall be entitled to the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance, and Developer, at its sole discretion, may (i) terminate this Agreement as of the date of such casualty, condemnation, or taking, or (ii) commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Project, as nearly as possible, to its former condition. If Developer elects to terminate this Agreement as set forth in this Section 6.07, the City may terminate the ~~CHD~~[District](#) and Developer's right to collect reimbursement from the CID Sales Tax proceeds, to be effective upon the date of such casualty or taking.

Section 6.08. Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the portions of the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the City shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Nothing contained in this Section 6.08 shall restrict or impede the right of the City to enter the District pursuant to any Applicable Laws and Requirements.

Section 6.09. Periodic Meetings with the City. From the Effective Date until substantial completion of the Project, Developer hereby agrees to meet with the City and/or its agents or consultants at such intervals as Developer, the City and any such designee shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project. At any time during the

Term of this Agreement, Developer hereby agrees to reasonably respond to requests for information from the City or its representatives about the Project.

Section 6.10. Civic and Community Participation. During the Term of this Agreement, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of Fairway. Accordingly, at a minimum, Developer shall (a) at all times be a dues-paying member in good standing with the Northeast Johnson County Chamber of Commerce, and (b) make an annual donation to Shawnee Indian Mission Foundation in an amount determined in the sole discretion of Developer, but not to be less than \$1,000 annually.

Section 6.11. Power of the City. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.01. Default by the City. The City shall be in default under this Agreement if the City fails to keep or perform any covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within thirty (30) days after Developer has given the City written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected.

Section 7.02. Developer's Remedies Upon Default by the City. If a default by the City occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by the City of any provision of this Agreement, however, the City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote, punitive or consequential damages. The City's liability hereunder shall also be limited by Applicable Laws and Requirements.

Section 7.03. Default by Developer. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement, and Developer fails to cure or remedy the same within ten (10) days after the City has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within thirty (30) days after the City has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute

an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Without limiting the generality of the foregoing, Developer shall assign or transfer the Project and/or this Agreement in violation of the terms and conditions set forth in Article V; or

(d) Developer shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within thirty (30) days or Developer, makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the District, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subsection being deemed a default under the provisions of this Agreement); or

(e) Developer fails to timely complete the Improvements and open the Project to the public and/or operate the Project as described in Section 6.02 above; or

(f) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days of notice from the City.

Section 7.04. City's Remedies Upon Default by Developer. Upon the occurrence and continuance of a Developer default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law, except for any remote, punitive or consequential damages:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the City may (i) refuse to approve any further Certificates of Expenditures and make any further disbursements of CID Sales Tax unless and until such default is fully cured by the Developer, and/or (ii) terminate this Agreement, in which case the CID Sales Tax will be terminated and Developer shall have no further rights to any proceeds or reimbursements therefrom. The rights and remedies reserved by the City under this Section 7.04 shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The City may set-off any amounts due or owing from the Developer to the City (including without limitation any amounts under or referred-to in Section 4.04(a) above) against any payment(s) due or owing from the City to the Developer.

(c) The City may also exercise the remedies specifically provided in any Article, Section or subsection of this Agreement.

(d) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages, except for any remote, punitive or consequential damages, incurred by the City resulting from such Developer default; provided that specific performance shall not be available to enforce Developer's duties or obligations to develop, renovate, construct, complete, or continuously operate the Project.

(e) In the event of such default by Developer, the City may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the City against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the City in connection with the enforcement of such actions or remedies.

Section 7.05. Legal Actions.

(a) Institution of Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

(c) Acceptance of Service of Process.

(i) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(ii) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon an officer or agent of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.

Section 7.06. Inaction Not a Waiver of Default. Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 7.07. Excusable Delays; Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of

the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics, global pandemics and/or quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform ("Excusable Delays").

(b) The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any Excusable Delay of the foregoing causes. Developer shall provide notice to the City if and when any such Excusable Delays occur and Developer may be granted such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays. In the case of any extension sought by Developer for any other reason which will cause a failure to timely complete a portion of the Project as set forth on Exhibit F hereto, such extension shall only be granted with the approval of City, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing.

ARTICLE VIII.

GENERAL PROVISIONS

Section 8.01. Expenses and CID Administrative Fee. Reference is hereby made to the Funding Agreement entered into by and between the City and the Developer prior to the Effective Date. The parties hereby agree that the Funding Agreement shall survive the execution of this Agreement and the formation of the ~~CID~~District, and the Developer hereby further agrees that to any extent not otherwise covered by the Funding Agreement, Developer shall be responsible for and pay, within thirty (30) days of the invoice, the reasonable legal fees of the City's attorneys' fees incurred in connection with the creation, amendment and implementation of the ~~CID~~District and this Agreement (including the negotiation of this Agreement), other related agreements, and any amendments thereto, and in connection with the review of certified expenditures for Eligible Expenses and the reimbursement of such Eligible Expenses, pursuant to the terms of Section 3.01. Additionally, the CID Sales Tax shall be used to pay the CID Administrative Fee. The CID Administrative Fee shall be due on the date the CID Sales Tax is received by the City from DOR (provided that the Act permits payment directly from the CID Sales Tax, and if not, within thirty (30) days of demand therefor by the City).

Section 8.02. Time of Essence. Time is of the essence of this Agreement. The City and Developer will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.03. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's ~~Governing Body~~governing body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest.

Section 8.04. State Reporting Requirements. Developer hereby agrees to cooperate with the City and/or the Secretary of Commerce of the State to provide information required for compliance with the new reporting requirements in K.S.A. Section 74-50,226 *et seq.* Such information will be in the form and manner required by the Kansas Secretary of Commerce for publication on the Kansas Department of Commerce website. Developer will also pay any and all administrative fees to be collected by the Secretary of Commerce or the State in connection with these reporting requirements.

Section 8.05. Immunity of Officers, Employees and Members of the City. No personal recourse shall be had for the payment of the Pay-As-You-Go CID Financing or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future officer, member, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future officer, member, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, for any default or breach by the City.

Section 8.06. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the Project as pertinent to the purposes of this Agreement.

Section 8.07. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 8.08. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 8.09. Kansas Law. This Agreement shall be construed in accordance with the laws of the State of Kansas. To the extent there is a conflict between this Agreement and the CID Ordinance, the CID Ordinance is controlling.

Section 8.10. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

(a) To the Developer:

Whitney Vin Zant
The Fairway KC, LLC
401 S. Clairborne Road, Suite 100
Olathe, Kansas 66062

With copies to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
Attn: Charles Renner

(b) To the City:

City Administrator
City of Fairway
5240 Belinder Road
Fairway, KS 66205

With copies to:

Stinson LLP
1201 Walnut, Suite 2900
Kansas City, MO 64106
Attn: Todd LaSala and Jim Mosimann

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 8.11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.12. Agreement Runs With the Land; Recording. The parties understand and agree that this Agreement shall run with the land. Additionally, the Parties agree that this Agreement, or a memorandum of this Agreement, shall be promptly recorded by the Developer at Developer's cost after execution, and proof of recording shall be provided to the City. Developer further agrees that it shall cause Owner to execute and deliver any such memorandum to be recorded in the Johnson County property records.

Section 8.13. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations of insurance and indemnification set out in Article II shall survive the

termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during Term.

Section 8.14. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 8.15. Tax Implications. The Developer acknowledges and represents that (a) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (b) the Developer is relying solely upon its own tax advisors in this regard.

Section 8.16. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 8.17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.18. Joint and Several Liability. If more than one entity shall comprise the "Developer" hereunder, then the obligations hereunder shall be joint and several, and each of those entities shall be jointly and severally liable to the City hereunder.

Section 8.19. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the City in a manner prohibited by the laws of the State of Kansas.

Section 8.20. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *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 City shall at all times remain in conformity with such laws.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

CITY OF FAIRWAY, KANSAS

ATTEST:

Melanie Hepperly, Mayor

| _____
[Abbie Aldridge](#), City Clerk

APPROVED AS TO FORM:

Todd A. LaSala, Esq.
Stinson LLP

ANNEX OF DEFINITIONS

The following terms have the following meanings:

"Act" means K.S.A. 12-6a26 through 12-6a36 and all additions and amendments thereto.

"Action" means any suit, action, investigation, claim or proceeding in which the Developer may become obligated to one or more of the City Indemnified Parties as set forth in Section 2.06(c) hereof.

"Affiliates" means a person or entity that is controlled by Developer, which Developer controls, or that is under common control with Developer as set forth in Section 5.03 hereof.

"Agreement" means this ~~Community Improvement District~~ Development Agreement, as the same may be amended from time to time in accordance with the terms and conditions hereof.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers. Applicable Law and Requirements shall include, without limitation, the Approved Site Plan, the Act, the Kansas Cash Basis Law (K.S.A. § 10-1100, et. seq.) and Budget Law (K.S.A. § 75-2935 et. seq.).

"Casualty Escrow" means that certain escrow agreement for the net proceeds of any insurance relating to damage or destruction of the Project, the net proceeds of condemnation or taking or the net proceeds of any realization on title insurance for the Project as set forth in Section 6.07(a) hereof.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. as referred to in Section 2.06(a) hereof.

"CID" means a community improvement district pursuant to the Act.

"CID Administrative Fee" means an amount equal to the greater of 1.5% of the CID Sales Tax proceeds deposited into the CID Sales Tax Fund hereunder from time to time during the Term.

"CID Cap" means the limitation on the amount of CID Sales Tax available to Developer for reimbursement of Eligible Expenses as set forth in Section 3.04(b) hereof. The CID Cap is \$1,658,055.00, provided however, notwithstanding anything contained in this Agreement to the contrary, the CID Cap shall not include (a) CID Administrative Fees or (b) legal fees of the City's attorneys' fees incurred in connection with the creation, amendment and implementation of the ~~CID~~ District and this Agreement.

"CID Collection Period" means the period that commences on the date that the CID Sales Tax is first imposed and concluding upon the date which is the earlier of the following: (a) the

date that Developer has been reimbursed for all Eligible Expenses by Pay-As-You-Go CID Financing, or (b) regardless of whether the Developer has been fully reimbursed for all Eligible Expenses, that date which is twenty two (22) years from the date that the CID Sales Tax is first imposed, as set forth in Section 3.04(c) hereof.

"CID Improvements" means that portion of the Project, the costs of which are Eligible Expenses and reimbursable with Pay-As-You-Go CID Financing hereunder, subject to the CID Cap. The CID Improvements, and the estimated costs therefor, are set forth on Exhibit E hereto.

"CID Ordinance" means Ordinance No. 1840, adopted by the City on December 8, 2025, as referenced in Recital E hereof and attached hereto as Exhibit D.

"CID Petition" means that certain petition submitted by the Developer on or about November 10, 2025, a copy of which is attached hereto as Exhibit B.

"CID Sales Tax" means the tax authorized by K.S.A. 12-6a31 and amendments thereto, and as more particularly described in Section 3.02 hereof.

"CID Sales Tax Fund" means the separate fund established by the City for deposit of the CID Sales Tax received from the State collected within the District, and that is used to finance the CID Improvements pursuant to the Act as set forth in Section 3.03 hereof.

"City" means the City of Fairway, Kansas.

"City Indemnified Parties" means the City, its employees, agents, independent contractors and consultants, collectively for purposes of the indemnification provisions set forth in Section 2.06 hereof.

"Commence Construction of the CID Improvements " or "Commencement of Construction of the CID Improvements" shall mean the issuance of a building permit for purposes of the commencing the Improvements and Developer's undertaking of a continuous and uninterrupted program of construction for such Improvements.

"Commission" means the Kansas Human Rights Commission as referred to in Section 2.10(b) hereof.

"Damaged Facilities" means the Project or any part thereof being damaged or destroyed by a casualty.

"Developer" means **The Fairway KC, LLC**, a Kansas limited liability company.

"District" means the community improvement district generally described in Recital CD and the legal description of which is more particularly set out in Exhibit C attached hereto.

"DOR" means the Kansas Department of Revenue as set forth in Section 3.02.

"Effective Date" means _____, ~~2025~~2026.

"Eligible Expenses" means those Project Costs which are "costs" or a "project" (as defined in the Act) and thus eligible for reimbursement with CID Sales Tax proceeds under the Act and as set forth in the "CID Eligible" column of the Project Budget attached as **Exhibit E**.

"Excusable Delays" means the delays for performance set forth in Section 7.07 hereof.

"Improvements" means those buildings, parking structures and other improvements constituting the Project as set forth in Section 2.01 and on **Exhibit E** hereof.

"Owner" means Fairway Restaurant Group, LLC, the owner of the Project Site as described in Recital A.

"Parties" means the City and Developer.

"Pay-As-You-Go CID Financing" means a method of financing pursuant to K.S.A. 12-6a34, in which the costs of the CID Improvements are financed without notes or bonds, and the costs are reimbursed as CID Sales Tax is deposited in the CID Sales Tax Fund as set forth in Section 3.04 hereof.

"Performance Milestones" means Developer's anticipated development milestones for the Project which are set forth on **Exhibit F** attached hereto.

"Private Funds" means Developer's by private equity and debt to be used to pay Project Costs as set forth in Section 3.01 hereof.

"Project" means the Improvements to the Project Site, including the CID Improvements to be designed, developed, constructed and completed by Developer as described in Section 2.01 hereof and on **Exhibit E** attached hereto.

"Project Budget" means the estimated budget for the Project, which includes the CID Improvements and estimated costs thereof, as set forth on **Exhibit E** attached hereto.

"Project Costs" means the costs of designing, developing, constructing and completing the Project, including both those Eligible Expenses to be paid with Pay-As-You-Go CID Financing, and those costs to be funded solely by Developer's private equity and debt and funds.

"Project Site" means that certain real property legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2** attached hereto.

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as referred to in Section 2.06(b) hereof.

"State" means the State of Kansas.

"Substantially Completed" means the stage in the progress of the construction of improvements, or as to any particular portion thereof, when said construction is sufficiently complete so that the improvements or such particular portion can be occupied or utilized for its

intended use provided however that finished shell space which is suitable for future tenant improvements shall be considered substantial completion .

"Term" means that certain period from the Effective Date through that date on which this Agreement expires as set forth in Section 6.01 hereof.

EXHIBITS

Exhibit A-1: Project Site Legal Description

Exhibit A-2: Project Site Map

Exhibit B: CID Petition

Exhibit C: CID Boundaries Legal Description

Exhibit D: CID Ordinance

Exhibit E: Project Budget

Exhibit F: Performance Milestones

Exhibit G: Form of Certificate of Expenditure

Exhibit H: American Fire Menu

[Exhibit I: Resolution No. 2025-K](#)

EXHIBIT A-1
PROJECT SITE LEGAL DESCRIPTION

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.

EXHIBIT A-2
PROJECT SITE MAP

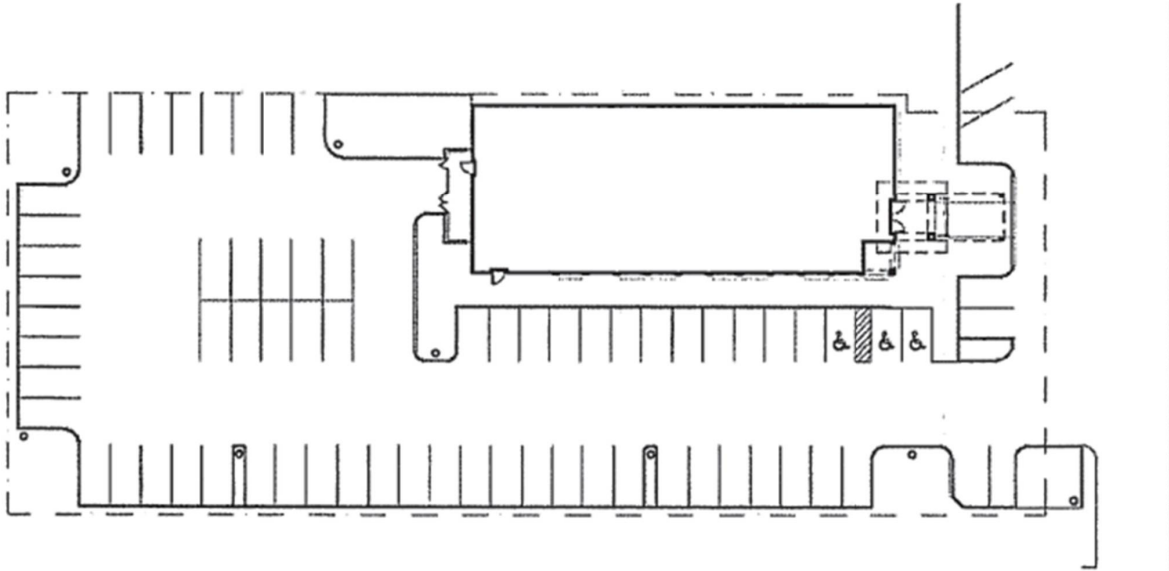


EXHIBIT B **CID PETITION**

PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Fairway, Kansas

The undersigned, being the owners of record, whether resident or not, of more than fifty-five percent (55%) of the land area, and more than fifty-five percent (55%) by assessed value of the land area, contained within the hereinafter described community improvement district hereby petition the City of Fairway, Kansas (the "City") to create a community improvement district and authorize the proposed project hereinafter set forth, all in the manner provided by K.S.A 12-6a26 *et seq.* (the "Act"). In furtherance of such request, the petitioners state as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map of the proposed community improvement district (the "District") is attached hereto as **EXHIBIT 1.**

The legal description of the District is attached hereto as **EXHIBIT 2.**

2. GENERAL NATURE

The general nature of the proposed project (the "Project") is as follows:

The redevelopment, renovation and improvement of an approximately six thousand, six hundred (6,600) square foot restaurant building located within the City and generally located at 2820 W. 53rd Street, Suite 123 by The Fairway KC, LLC ("Developer"). The Project may be further described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, soft costs of the Project, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. BUT FOR

The petitioner certifies to the City that but for the creation of the District, and the anticipated reimbursement of the costs of the Project with revenue from the CID Sales Tax (as defined below), the Project would not occur.

4. ESTIMATED COST

The total estimated cost of the Project is \$3,316,110.00. The proceeds from the CID Sales Tax shall be available to reimburse Developer for CID Project Costs pursuant to a development agreement between the City and Developer, including a cap on the CID proceeds available to Developer (a "CID Cap"). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of any CID Project Costs, and such CID Cap shall not include and shall be net of financing costs, issuance-related fees, and applicable reserves. For purposes of this Petition, the term "CID Project Costs" means those costs eligible to be paid from District revenues for the Project in accordance with K.S.A. 12-6a26 *et seq.* and the budget attached hereto as **EXHIBIT 3.**

5. **PROPOSED METHOD OF FINANCING**

It is proposed that the Project be financed through a combination of private equity, private debt and District financing (including the CID Sales Tax) as pay-as-you-go financing (as defined in the Act).

6. **PROPOSED METHOD AND AMOUNT OF ASSESSMENT**

The Project will not be financed through the levy of special assessments on any property within the boundaries of the District.

7. **PROPOSED AMOUNT OF SALES TAX**

It is being proposed that the Project be financed through the levying of an additional two percent (2.0%) District sales tax as authorized by the Act, with such sales tax to commence on June 1, 2026, or such other date as shall be approved by ordinance of the City, and to continue for a maximum term of twenty-two (22) years (the "CID Sales Tax").

8. **FINANCIAL ABILITY TO COMPLETE AND OPERATE**

The undersigned hereby state that they (and/or Developer) have the financial ability to complete and operate the Project.

9. **NOTICE TO PETITION SIGNERS**

NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS HEREOF AFTER THE CITY COMMENCES CONSIDERATION OF THIS PETITION, OR LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK, WHICHEVER OCCURS FIRST.

THE SIGNER(S) HEREOF CONSENT TO ANY ASSESSMENTS TO THE EXTENT DESCRIBED HEREIN WITHOUT REGARD TO BENEFITS CONFERRED BY THE PROJECT.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the District at the dates set forth opposite their respective signatures below:

FAIRWAY RESTAURANT GROUP, L.L.C.,
a Missouri limited liability company

By: [Signature], Authorized Signatory

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF Jackson) ss.

Be it remembered that on this 6 day of November, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David Black, to me personally known, who being by me duly sworn did say that he is the Authorized Signatory of Fairway Restaurant Group, L.L.C., a Missouri limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:
3/11/27

[Signature]
Notary Public in and for said County and State
Print Name: Christina Batrez



EXHIBIT 1 to CID PETITION

MAP OF DISTRICT

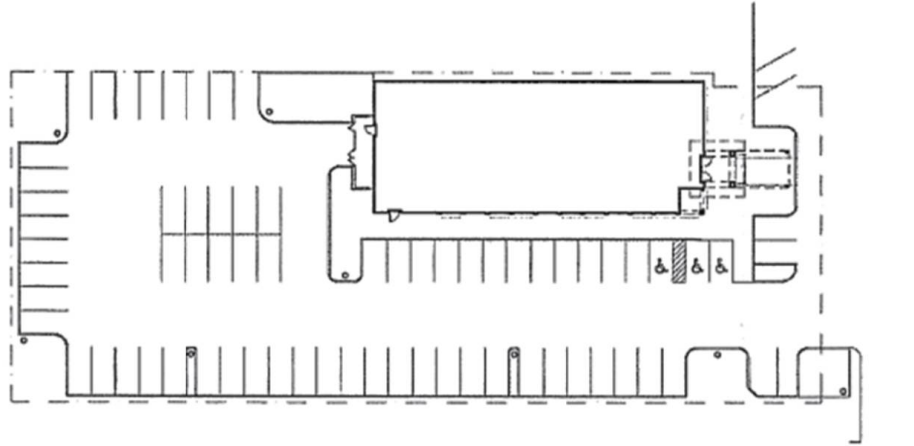


EXHIBIT 2 to CID PETITION

LEGAL DESCRIPTION OF DISTRICT

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.

Exhibit 2
CORE/0502117.0052/230459409.2

EXHIBIT 3 to CID PETITION

ESTIMATED COST (PROJECT BUDGET)

ADMINISTRATIVE COSTS		
CONSTRUCTION BUDGET	COST	CID ELIGIBLE
SOFT COSTS	\$201,000.00	
HARD COSTS	\$2,170,700.00	\$2,170,700.00
GENERAL CONDITIONS	\$135,000.00	\$135,000.00
SITE WORK	\$210,000.00	\$210,000.00
PATIOS	\$145,000.00	\$145,000.00
LANDSCAPING, ETC.	\$65,000.00	\$65,000.00
PARKING (LANDLORD)	0	0
MASONRY	\$56,000.00	\$56,000.00
METALS	\$92,500.00	\$92,500.00
ROUGH AND FINISH CARPENTRY	\$220,000.00	\$220,000.00
FRAMERS AND SHEETROCK	\$100,000.00	\$100,000.00
MILLWORK	\$120,000.00	\$120,000.00
THERMAL PROTECTION	\$45,000.00	\$45,000.00
VESTIBULE, DOORS AND WINDOWS	\$125,000.00	\$125,000.00
FINISHES	\$178,000.00	\$178,000.00
SPECIALTIES	\$664,700.00	\$664,700.00
RESTAURANT EQUIPMENT	\$382,700.00	\$382,700.00
FURNITURE	\$182,000.00	\$182,000.00
AUDIO/VISUAL	\$100,000.00	\$100,000.00
MECHANICAL	\$78,000.00	\$78,000.00
ELECTRICAL	\$165,000.00	\$165,000.00
PLUMBING	\$201,500.00	\$201,500.00
<u>CONTINGENCY:</u>	<u>\$151,000.00</u>	<u>\$151,000.00</u>
FINANCE CHARGES	\$793,410	\$793,410
TOTAL COST	\$3,316,110.00	\$3,115,110.00

EXHIBIT C
CID LEGAL DESCRIPTION

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.

EXHIBIT D
CID ORDINANCE

ORDINANCE NO. 1840

AN ORDINANCE MAKING FINDINGS AS TO THE NATURE AND ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF FAIRWAY, KANSAS TO BE KNOWN AS THE 53RD STREET COMMUNITY IMPROVEMENT DISTRICT; CREATING SAID COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING A CERTAIN COMMUNITY IMPROVEMENT DISTRICT PROJECT RELATING THERETO; APPROVING THE ESTIMATED COST OF SUCH COMMUNITY IMPROVEMENT DISTRICT PROJECT; ESTABLISHING THE BOUNDARIES OF THE COMMUNITY IMPROVEMENT DISTRICT; AND PROVIDING FOR THE METHOD OF FINANCING OF THE COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, the City of Fairway, Kansas (the “City”), is a municipality within the meaning of the Act; and

WHEREAS, the Act further authorizes the City, in order to pay community improvement district project costs, to levy special assessments in the community improvement district to be paid in installments, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act (K.S.A. 79-3601 *et seq.*), as amended, within a community improvement district in any increment of .10% or .25% not to exceed 2.0%, and to issue special obligation notes or bonds payable from such community improvement district sales tax and/or provide pay-as-you go financing; and

WHEREAS, on or about November 6, 2025, a petition (the “Petition”) was filed with the City Clerk of the City requesting (a) the creation of a community improvement district generally located at 2820 W. 53rd Street, Suite 123 within the City (the “53rd Street CID”); (b) the making of improvements related thereto; (c) the community improvement district project costs to be incurred within the 53rd Street CID be financed with pay-as-you go financing and payable from revenues received from the imposition of the CID Sales Tax (as defined herein); and (d) the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act, as amended, within the 53rd Street CID in the amount of two percent (2.0%) (the “CID Sales Tax”), all in accordance with the Act; and

WHEREAS, said Petition was signed by (a) the owners of record, whether resident or not, of more than 55% of the land area within the proposed 53rd Street CID and the owners of record collectively owning more than 55% by assessed value of the land area within the proposed 53rd Street CID, and (b) The Fairway KC, LLC, a Kansas limited liability company (“Developer”) as the developer of the Project (as defined below); and

WHEREAS, pursuant to Resolution No. 2025-J of the City, adopted on November 10, 2025, the City directed a public hearing on the proposed 53rd Street CID be held and declared its intent to levy the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, on December 8, 2025, following proper notice as provided in the Act, the Governing Body of the City opened a public hearing on the proposed 53rd Street CID, the proposed community improvement district project, and the imposition of the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, the Governing Body of the City hereby finds and determines it to be advisable to create the 53rd Street CID and set forth the boundaries thereof, authorize a community improvement district project relating thereto, approve the estimated costs of such community improvement district project, and approve the method of financing the same, all in accordance with the provisions of the Act.

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

Section 1. Creation of the 53rd Street CID; Approval of Boundaries. The Governing Body of the City hereby finds and determines that it is advisable to create the 53rd Street CID within the City and approve the boundaries thereof, and, as such, hereby creates the 53rd Street CID and approves the boundaries thereof. A legal description of the property within the 53rd Street CID is set forth on Exhibit A attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the 53rd Street CID is attached hereto as Exhibit B and incorporated herein by reference.

Section 2. Authorization of Community Improvement District Project; Estimated Costs. The Governing Body of the City hereby authorizes the project within the 53rd Street CID described on Exhibit C attached hereto and incorporated herein by reference (the "Project"), approves the estimated cost of the Project, and determines the estimated cost of the Project is \$3,316,110.00. Notwithstanding the approval of the Project by this Ordinance, the Project, the Project's developer, and the owner or owners of all property comprising the Project must comply with all applicable zoning, planning, permit and other laws and regulations applicable to the Project.

Section 3. Method of Financing. Subject to the terms and conditions of the development agreement between the City and Developer, the Project within the proposed 53rd Street CID will be partially financed on a pay-as-you-go basis, from revenues received from the imposition of the CID Sales Tax. No special assessments shall be implemented under the Act to pay for the Project and no special or general obligations bonds or notes will be issued to finance the Project.

Section 4. Levy of Sales Tax. In accordance with the Act and to provide funds to pay a portion of the costs of the Project, the Governing Body of the City hereby levies a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers' Sales Tax Act within the 53rd Street CID in the amount of 2.0%. The collection of the CID Sales Tax shall commence on June 1, 2026, or the earliest date thereafter on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax and shall expire on the earlier of (a) 22 years from the date the Department of Revenue begins the collection of the CID Sales Tax or (b) the date on which reimbursement of pay-as-you-go costs of the Project, not to exceed \$1,658,055.00 (subject to reduction by the terms and conditions of the development agreement by and between the City and the Developer), has been paid.

Section 5. Authorization to Execute of Documents. The Mayor, City Clerk and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge and deliver for and on behalf of and as the act and deed of the City, any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and take effect from and after its passage, approval and publication once in an official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall submit this Ordinance to the Register of Deeds, referred to in Johnson County as the Office of Records and Tax Administration, for recording.

PASSED by the Governing Body on December 8, 2025 and APPROVED AND SIGNED by the Mayor.

[SEAL]



ATTEST:

By: *Abbie Aldridge*
Abbie Aldridge, City Clerk

Approved as to form:

By: *James Mosimann*
James Mosimann, City Attorney

By: *Melanie Hepperty*
Melanie Hepperty, Mayor

EXHIBIT A

**LEGAL DESCRIPTION OF
COMMUNITY IMPROVEMENT DISTRICT**

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.

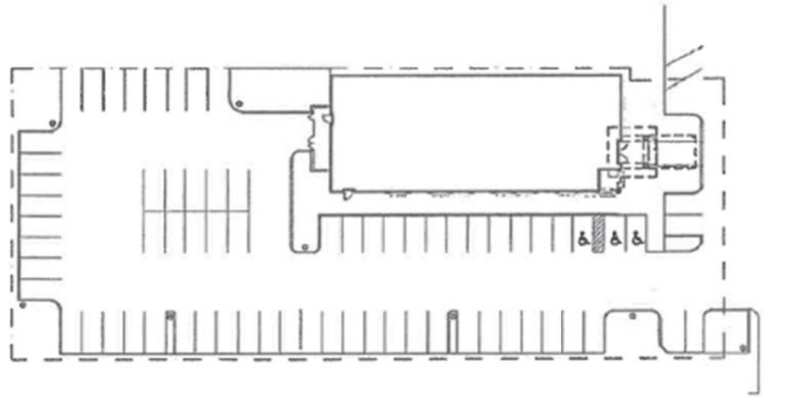
A-1

CORE/0502117.0052/235005857.1

EXHIBIT B

MAP OF COMMUNITY IMPROVEMENT DISTRICT

The following property located in City of Fairway, Johnson County, Kansas:



CORE/0502117.0052/235005857.1

B-1

EXHIBIT C

THE PROJECT

The proposed Project consists of the redevelopment, renovation, and improvement of the former restaurant building constructed on that certain privately owned real property generally located in the City at 2820 W. 53rd Street, Suite 123 (the "Project Site"), and the opening of a new upscale, full-service, sit-down restaurant and bar concept in and on the Project Site, and related improvements pertaining thereto.

C-1

CORE/0502117.0052/235005857.1

EXHIBIT E
PROJECT BUDGET

The amount set forth in the column below labeled "CID Eligible" represents the Eligible Expenses available to Developer for reimbursement as set forth in Section 3.04 hereof

CONSTRUCTION BUDGET	COST	CID ELIGIBLE
SOFT COSTS	\$201,000.00 <u>1,220.00</u>	0
HARD COSTS	\$2,170,700.00	\$2,170,700.00
GENERAL CONDITIONS	\$135,000.00 <u>225,000.00</u>	\$135,000.00 <u>225,000.00</u>
SITE WORK	\$210,000.00 <u>260,000.00</u>	\$210,000.00 <u>260,000.00</u>
PATIOS	\$145,000.00 <u>175,000.00</u>	\$145,000.00 <u>175,000.00</u>
LANDSCAPING, ETC.	\$65,000.00 <u>85,000.00</u>	\$65,000.00 <u>85,000.00</u>
PARKING (LANDLORD)	0	0
MASONRY	\$56,000.00 <u>75,890.00</u>	\$56,000.00 <u>75,890.00</u>
METALS	\$92,500.00	\$92,500.00
ROUGH AND FINISH CARPENTRY	\$220,000.00 <u>245,000.00</u>	\$220,000.00 <u>245,000.00</u>
FRAMERS AND SHEETROCK	\$100,000.00 <u>115,000.00</u>	\$100,000.00 <u>115,000.00</u>
MILLWORK	\$120,000.00 <u>130,000.00</u>	\$120,000.00 <u>130,000.00</u>
THERMAL PROTECTION	\$45,000.00	\$45,000.00
VESTIBULE, DOORS AND WINDOWS	\$125,000.00	\$125,000.00
FINISHES	\$178,000.00 <u>298,000.00</u>	\$178,000.00 <u>298,000.00</u>
SPECIALTIES	\$664,700.00 <u>1,026,000.00</u>	\$664,700.00 <u>1,026,000.00</u>
RESTAURANT EQUIPMENT <u>EQUIPMENT</u>	\$382,700.00 <u>601,000.00</u>	\$382,700.00 <u>601,000.00</u>
FURNITURE	\$182,000.00 <u>325,000.00</u>	\$182,000.00 <u>325,000.00</u>
AUDIO/VISUAL	\$100,000.00	\$100,000.00

MECHANICAL	\$78,000.00 <u>90,000.00</u>	\$78,000.00 <u>90,000.00</u>
ELECTRICAL	\$165,000.00 <u>195,000.00</u>	\$165,000.00 <u>195,000.00</u>
PLUMBING	\$201,500.00 <u>401,500.00</u>	\$201,500.00 <u>401,500.00</u>
CONTINGENCY:	\$151,000.00	\$151,000.00 ¹
FINANCE CHARGES	\$793,410.00 <u>85,000.00</u>	0 <u>85,000.00</u> ²
TOTAL COST	\$3,316,110.00	\$2,321,700.00<u>3,314,890.00</u>

EXHIBIT F
PERFORMANCE MILESTONES

Commencement of Construction of Project: ~~February~~August 1, 2026

Completion and opening of Project: ~~August~~April 1, 2026~~2027~~

¹ In order for a Contingency expense to be eligible for reimbursement as an “Eligible Expense”, the Contingency expense must otherwise fit into one of the other Eligible Expense categories that does not have a zero in the line item listed in Exhibit E.

² Notwithstanding the number set forth herein, pursuant to K.S.A. 12-6a27(f), the actual amount reimbursed for finance charges under this Agreement shall not be greater than the actual amount of interest accrued on borrowed money during the period of construction of the CID improvements.

EXHIBIT G
FORM OF CERTIFICATE OF EXPENDITURE

CERTIFICATION OF EXPENDITURES
CID IMPROVEMENTS

Date: _____

Certification # _____

Governing Body of the
City of Fairway, Kansas

In accordance with the Development Agreement dated _____, ~~2025~~2026 (the "Agreement"), between the City of Fairway, Kansas (the "City"), and The Fairway KC, LLC (the "Developer"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer for the cost of financing the CID Improvements, as follows:

1. To the best of my knowledge, all amounts are expenses for CID Improvements that are reimbursable to the Developer pursuant to the Agreement, the Act and other Applicable Laws and Requirements.
2. All amounts have been advanced by the Developer for Eligible Expenses in accordance with the Agreement and represent the fair value of work, materials or expenses.
3. No part of such amounts has been the basis for any previous request for reimbursement under the Agreement.

The Developer further certifies that all insurance policies which are required to be in force under the Agreement are in full force and effect and that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certificate is \$_____ which amount is itemized on Attachment A attached hereto and which Attachment A includes page(s), is incorporated h

Approved: _____

By: _____

Its _____

City's Representative

ATTACHMENT A

**TO CERTIFICATION OF EXPENDITURES
CID IMPROVEMENTS**

PAGE _____ OF _____

Date: _____

Certification # _____

**DESCRIPTION OF EXPENSE
(ATTACH ADDITIONAL SUPPORTING
DOCUMENTATION)**

Amount of Expense

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

TOTAL EXPENSES \$ _____

Signature of Developer

EXHIBIT H **AMERICAN FIRE MENU**

Pricing

- Entrees = \$20-\$45
 - Majority of entrees in the \$20-\$35 range
 - Specialty items like specialty steak cuts may range higher
- Appetizers = \$12-\$25
- Sandwiches/Burgers = \$16-\$30

Sample/Example Menu

Quality chef-inspired food, including selections of appetizers, raw bar, flatbreads, burgers, sandwiches, entrees, steaks, side dishes, 'snacks for happy hour', etc.

Thematically, elevated yet casual full service dining for lunch, happy hour, dinner and weekend brunch dayparts.

Menu sections will feature popular signature items and items that will change seasonally based upon fresh ingredients. The following items may or may not be in the menu and is prepared to give general guidance for an understanding of the menu we intend to build for American Fire including scratch preparation, attention to ingredients and methods, etc. We do this out of passion and for the enjoyment of our guests.

Appetizers / Raw Bar

- Heirloom tomato goat cheese tart, Housemaid, puff pastry, tomato water and house made green walnut vinegar reduction, fresh basil
- Woodfired, prawns, red harissa, sweet corn succotash Soubise, preserved, lemon, wild garlic oil
- Mechui of amberjack, stewed heirloom, tomatoes, and okra, Carolina gold rice, Vidalia onion chermoula, Wild cress, House made hot pepper vinegar
- Local smoked chicken Basteeya, Missouri walnuts, saffron, local hot honey, crispy pastry, sweet and spicy dust
- Tartare of Wagyu beef, wood grilled chanterelle mushrooms, warm wild leek and marrow vinaigrette, Oak cream pearls, American wood sorrel, mustard flowers
- Crispy fried chicken, Virginia, country, ham, dumplings, and wild mushrooms, bread and butter, pickled summer squash, celery in benne seed oil

- House made labneh, Hummus of local creamer peas, Crispy green tomatoes, olive brined, heirloom, cherry tomatoes, Wood, grilled sweet, corn, hoecakes, Charred Vidalia onion oil, Pickled green beans
- Cornmeal, fried oysters, spicy, South Carolina, Remoulade, Southern, cucumbers and onions,
- Snails with Roquefort cheese, Brandy, garlic, confit tomatoes, and fresh parsley, with grilled sourdough
- Smoked ricotta, gnocchi, heirloom, tomato, Pomodoro, crispy garlic, Saba , Basil, blossoms, cucumber, capers
- Wild mushroom tortellini, green garlic, beurre fondue, Smoked eggplant, bacon, fresh, thyme, leaves, garden, Sorrel, Wild leek oil
- Selection of fresh oysters on the half shell and also to be offered charbroiled in numerous styles. Features of other fresh seasonal seafood selections to occur.

Wood Grilled Flatbreads (Appetizer Section)

- Margherita, heirloom tomatoes, buratta, basil, saba, smoked garlic
- Wild mushrooms, raclette, pickled mustard seeds, bechamel, watercress
- Espana, piquillo peppers, jamon, Manchego, sauce sofrito
- Curated cheese and charcuterie board

Greens

- Beet and endive salad, goat's cheese and strawberry bavarois, walnut granola soil, black pepper and balsamic reduction, chive emulsion
- Hedge salad, heirloom tomatoes, bacon, blue cheese dressing, chiffonade of crispy lettuces, crispy fried pickled onions
- Wood fired peach salad, buratta cheese, sauternes vinegar reduction, raddichio, basils, walnut oil, house made smoked guanciale
- Park salad, chopped local salad, tomatoes, egg mimosa, smoked eggplant bacon, green dirt cheddar, buttermilk dill dressing (place holder for a better composed chopped salad idea)
- Emperor salad, bottarga infused green goddess dressing, crispy lettuces, cucumbewood grilled croutons, crispy boquerones, garrotxa cheese

Fresh made Breads

- Baked to order biscuits with whipped local honey and fruit butter
- Crusty house made sourdough, green oil, house made green walnut vinegar reduction

Burger / Sandwich Examples

- Woodfired, green chili cheeseburger, smoked bacon, farmers cheese, caramelized, onions, cumin, oregano, aioli, House baked brioche buns
- Grilled, eggplant and goats cheese, terrine, aged, balsamic, olive oil, Provencal tomato compote
- Warm, chicken salad, Bocadillos, ajo blanco allioli, thinly sliced grapes, melted manchego cheese

Comfort Entree Examples

- Bubbling pot of South Carolina barbecue cassoulet, smoked pork butt, ribs, saucisson l'ail, and smoked chops, south Carolina style mustard bbq creamer peas, cornbread crumbs, light "poke salad" of peppery greens
- Tagine of braised lamb shank, local courgettes and root vegetables, olives, cultured brown butter roasted pecans with honeyed fig, couscous with legumes, grilled bread
- Meatloaf with a sorghum glaze, whipped potatoes, braised greens,

The Mains: Entree Examples

- Braised Chicken, Coq au vin, ballotine Of chicken breast with wild mushrooms and foie gras, braised, leg and thigh with red wine, mushrooms, bacon, onions, and carrots.
- Waterzooi, Seafood, stew of halibut, scallops, shrimp and mussels, pernod scented creamed broth, Leeks, wild mushrooms, fresh dill, and fresh basil
- Wood fired paella of Shrimp and Spanish chorizo, Heirloom, tomato and piquillo peppers Sofrito, crispy bomba rice, saffron, olive oil, smoked pimenton
- Grilled Scottish Salmon, Sardinian pearl pasta, Calabrian chilies, confit tomatoes, olive oil, fresh basil, capers, Garlic and roasted shallots, white wine
- Scallops, wood fired sweet corn risotto, peach, vanilla, lemon verbena and peach leaf butter, grated marcona almonds

- Halibut, heirloom tomato vin blanc, tomato wisps, basil chimichurri, edible herb flowers “bouquet” presented tableside
- Sorghum brined wood grilled pork chop, creamy vidalia onion grits, charred green onion salsa “criolla”
- Fresh Pasta, Pancetta carbonara, pappardelle pasta, Parmesan, fresh herbs, light cream and confit tomatoes
- Short Ribs Bourguignon, braised short ribs, bacon, wild mushrooms, carrots, garlic, red wine, herbs de Provence, Root vegetable Polenta

From the Ranches

- Wood grilled filet of beef
- Wood grilled ribeye
- Wood grilled KC strip

Wagyu Features (Seasonal)

- Hot wood cooked Japanese A5 tenderloin by the ounce
- Wood grilled Australian wagyu ribeye
- Wood grilled Australian wagyu filet
- Wood grilled Australian wagyu culotte

Sauces:

- Wild mushroom bordelaise
- Sauce au poivre
- Wild garlic and herbs butter
- Asada butter with hatch green chilies
- Horseradish allioli
- Fines herbs bearnaise

A la carte Sides

- Braised, collard greens, house, smoked pork guanciale, House made hot pepper vinegar, cornbread streusel
- Gratin, Dauphinois, Green dirt, farm shoes, caramelized, onions
- Pommes frites, wood fired aioli, sour salt
- Woodfired vegetables
- Creamed corn
- Root vegetables gratin

(snacks for the bar and patio: examples):

- Raclette fondue, Thin, sliced country, ham, crusty sourdough, honey, mustard, seeds
- Smoked whitefish dip, horseradish, dill, grilled crusty bread
- Trio of Mac Daddy Croquettes, crispy fried mac and cheese croquettes with smoked bacon, hot pepper vinaigrette

EXHIBIT I
RESOLUTION NO. 2025-K

(Added graphics)

RESOLUTION NO. 2025-K

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT RELATING TO THE CONSTRUCTION AND FINANCING OF CERTAIN IMPROVEMENTS IN A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF FAIRWAY, KANSAS TO BE KNOWN AS THE 53RD STREET COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, the City of Fairway, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, the Act further authorizes the City, in order to pay community improvement district project costs, to levy special assessments in the community improvement district to be paid in installments, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*), as amended, within a community improvement district in any increment of .10% or .25% not to exceed 2.0%, and to issue special obligation notes or bonds payable from such community improvement district sales tax and/or provide pay-as-you go financing; and

WHEREAS, on or about November 6, 2025, a petition (the "Petition") was filed with the City Clerk of the City requesting (a) the creation of a community improvement district generally located at 2820 W. 53rd Street, Suite 123 within the City (the "53rd Street CID"); (b) the making of improvements related thereto; (c) the community improvement district project costs to be incurred within the 53rd Street CID be financed with pay-as-you go financing and payable from revenues received from the imposition of the CID Sales Tax (as defined herein); and (d) the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers' Sales Tax Act, as amended, within the 53rd Street CID in the amount of two percent (2.0%) (the "CID Sales Tax"), all in accordance with the Act; and

WHEREAS, said Petition was signed by (a) the owners of record, whether resident or not, of more than 55% of the land area within the proposed 53rd Street CID and the owners of record collectively owning more than 55% by assessed value of the land area within the proposed 53rd Street CID, and (b) The Fairway KC, LLC, a Kansas limited liability company ("Developer") as the developer of the Project (as defined below); and

WHEREAS, pursuant to Resolution No. 2025-J of the City, adopted on November 10, 2025, the City directed a public hearing on the proposed 53rd Street CID be held and declared its intent to levy the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, on December 8, 2025, following proper notice as provided in the Act, the Governing Body of the City conducted a public hearing on the proposed 53rd Street CID, the proposed community improvement district project, and the imposition of the CID Sales Tax in the proposed 53rd Street CID; and

(Added graphics)

WHEREAS, the Governing Body of the City has determined it to be advisable to create the 53rd Street CID and set forth the boundaries thereof, authorize a community improvement district project relating thereto (the "Project"), approve the estimated costs of the Project, and approve the method of financing the same, all in accordance with the provisions of the Act.

WHEREAS, the Governing Body of the City finds it is necessary and desirable that the City enter into a development agreement with the Developer (the "Development Agreement") for the purpose of setting forth the parties' understandings related to the construction, financing and operation of the Project.

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

Section 1. Authorization of Development Agreement. The City is hereby authorized to enter into the Development Agreement by and between the Developer and the City in substantially the form presented to and reviewed by the Governing Body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be approved by legal counsel to the City, the City Administrator, and other officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof and the same are hereby approved in all respects.

Section 2. Execution of the Development Agreement. The Mayor, City Administrator, and City Clerk are hereby authorized to execute, seal, attest and deliver the Development Agreement and a memorandum of the Development Agreement and such other documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the City.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

[Remainder of page left blank; signature page follows.]

(Added graphics)

ADOPTED on December 8, 2025



[SEAL]

By: 
Abbie Aldridge, City Clerk

By: 
Melanë Hepperly, Mayor

EXHIBIT J
ORDINANCE NO. []

Insert

DEVELOPMENT AGREEMENT

FOR 53rd STREET VINZANT RESTAURANT

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of _____, 2026 (the "Effective Date") by and between the **CITY OF FAIRWAY, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "City") and **The Fairway KC, LLC**, a Kansas limited liability company (the "Developer"), pursuant to Resolution No. _____ adopted by the governing body of the City on May 11, 2026.

RECITALS:

A. Developer has entered into a lease agreement (the "Lease") with Fairway Restaurant Group, LLC (the "Owner"), the owner of certain real property which is located in the City and is generally located at 2820 W. 53rd Street, Suite 123, as legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2**, as attached hereto (the "Project Site").

B. Developer wishes to redevelop, renovate and improve the former restaurant building located on the Project Site and to open a new sit-down restaurant concept in and on the Project Site, all as more particularly set forth in Section 2.01 below (the "Project").

C. The City has the authority to create a community improvement district ("CID") pursuant to K.S.A. 12-6a26 *et seq.*, as amended from time to time (the "Act") for the purpose of financing certain economic development related projects. Under the Act, the owners of the land within the boundaries of a proposed CID may petition the City to request the creation of a CID and to impose special assessments and/or CID sales taxes ("CID Sales Tax") to pay for or reimburse the costs of a portion of a CID project.

D. Developer submitted a petition (the "CID Petition") to the City which was signed by Developer and the Owner, and requested the formation of a CID encompassing all of the Project Site (the "District"). A copy of the CID Petition is attached hereto as **Exhibit B**.

E. The City provided proper notices for calling a public hearing on the creation of the District, and the governing body of the City, after holding such public hearing, approved the creation of the District on December 8, 2025 through the passage of Ordinance No. 1840 (the "CID Ordinance"), a copy of which is attached hereto as **Exhibit D**. A legal description of the boundaries of the District is set forth on **Exhibit C** attached hereto.

F. On December 8, 2025, the governing body of the City passed Resolution No. 2025-K, authorizing the City to enter into a development agreement for the Project in substantially the form of the development agreement presented to and reviewed by the governing body on December 8, 2025. A copy of Resolution No. 2025-K is attached hereto as **Exhibit I**. Following the passage of Resolution No. 2025-K, Developer requested modifications to the form of development agreement presented to and reviewed by the governing body on December 8, 2025, and such modifications are reflected herein.

G. In connection with the approval of this Agreement, the City may approve Ordinance No. _____, which ordinance would amend the commencement date of the CID Sales Tax set forth in Section 4 of the CID Ordinance, from June 1, 2026 to on or about April 1, 2027, a copy of which ordinance shall be attached hereto as **Exhibit J**.

H. The parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

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

ARTICLE I. DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Incorporation of Recitals. The parties understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

Section 1.02. Definitions of Words and Terms. Capitalized words used in this Agreement which are not otherwise defined herein shall have the meanings set forth in the Annex of Definitions attached hereto.

Section 1.03. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in the attached Annex of Definitions include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted governmental accounting principles.

(c) All references herein to "generally accepted governmental accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.04. Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to the construction or interpretation of this Agreement.

ARTICLE II. DEVELOPMENT OF THE PROJECT

Section 2.01. Development of the Project. The City and Developer hereby agree that the Project consists of the renovation, remodel and construction of new improvements within the existing restaurant building on the Project Site, including the CID Improvements and other improvements described in this Section 2.01 and as set forth on the Project Budget attached hereto and incorporated by reference herein as **Exhibit E**; furthermore, the Project shall include the construction, equipping and installation of the specific improvements, equipment and fixtures to the building to allow for a new upscale, full-service, sit-down restaurant and bar concept. All of the construction, remodeling, installation of equipment and fixtures and other improvements described in this Section 2.01 (the "Improvements"), shall be developed, renovated, constructed, completed, and operated on the Project Site in substantial accordance and compliance with the terms and conditions of this Agreement and plans approved by the City. On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for the design, redevelopment, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Agreement and all other Applicable Laws and Requirements. The parties further agree that, subject to any changes to the Approved Site Plan, the "Project" shall include the following:

(a) **Parking Lot and Exterior Improvements.** The redevelopment, repair and construction of the parking improvements for all surface parking lots servicing the Project Site, including parking lot signage and striping, and installation of a patio area, and entry vestibule. The exterior improvements will also include repairs and upgrades to the brick work and exterior finishes for the building.

(b) **Landscaping.** The design, redevelopment and construction and completion of the renovation and enhancement of existing landscaping benefiting the Project Site, along with the design, redevelopment and construction and completion of certain new landscaping.

(c) **Interior Building Improvements.** The design, redevelopment and construction and completion of interior Improvements to the building, including kitchen and lobby improvements, fixtures and equipment, along with renovation, repair and improvement to the infrastructure and utilities serving the Project.

(d) **Sustainability Improvements.** The installation of smart lighting, smart thermostats (to optimize heating and cooling of the building), and a water-filtration system, all designed to provide for energy and water conservation.

Section 2.02. CID Improvements. Subject to the terms and conditions of this Agreement, Developer shall be responsible for funding the costs to construct the Project, including that portion

of the Improvements and the Project that constitute the “CID Improvements.” The CID Improvements, and the estimated costs thereof, are identified in the “CID Eligible” column of the Project Budget attached hereto as Exhibit E. A portion of the costs of the CID Improvements may be reimbursed to Developer as set forth in Article IV below. Other than the CID Improvements, the balance of the costs of completing the Project shall be funded by Private Funds (as defined in Section 3.01 below).

Section 2.03. Completion of the Project. Developer shall complete the Project, including the CID Improvements, in conformance with the City-approved plans, zoning ordinances, related stipulations, City building codes, and all other Applicable Laws and Requirements. Before commencement of construction or development of any and all buildings, structures or other work or improvement, Developer shall obtain any and all permits, which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. With respect to any reference in this Agreement to Developer’s obligation to complete the Project, any such obligation refers to completion of the scope of work set forth in Section 2.01, and does not refer to the expenditure of any particular amount of funds for a specific line item or for all line items set forth thereon.

Section 2.04. Relationship of the City and Developer. The performance of all activities by Developer hereunder shall be as an independent contractor and not as an agent of the City.

Section 2.05. Project Timing – Milestones. Developer, subject to the terms of Section 7.07 hereof, agrees to construct the Project based upon the schedule set forth on Exhibit F, the Performance Milestones. In the event that Developer shall fail to meet any of the Performance Milestones set forth in Exhibit F, then the City may require Developer to appear before the City to show cause why Developer failed to comply with the Performance Milestones. If Developer cannot show cause for the delay which is reasonably satisfactory to the City, then the City may exercise its rights and remedies as set forth in Section 7.04 herein.

Section 2.06. Indemnification. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (each, a “City Indemnified Party” and collectively, the “City Indemnified Parties”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys’ fees, resulting from, arising out of, or in any way connected with: (i) the acquisition of the Project by Developer; (ii) the management, design, construction, development and completion of the Project, including the CID Improvements, by the Developer; (iii) the use or occupation of the Project by Developer or anyone acting by, through or under the Developer; (iv) damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring in, on or about the Project or the District; (v) any breach, default or failure to perform by the Developer under this Agreement; (vi) any act by an employee of the City at or on the Project which is within or under the control of the Developer or pursued at Developer’s request for the benefit of or on behalf of the Developer; (vii) the Developer’s actions and undertaking in implementation of the Project or this Agreement; and (viii) any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor. The parties further agree as follows:

(a) This section shall not apply to negligence or willful misconduct of the City or its officers, employees or agents.

(b) This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.), (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, and any other Applicable Laws and Requirements at the Project Site or any other place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

(c) In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, the City Indemnified Party shall give prompt notice to Developer of the occurrence of such event. The failure to notify Developer shall not relieve Developer of any liability that it may have to a City Indemnified Party; provided however that the City hereby agrees that it shall not defend, settle or otherwise resolve any such Actions without prior notice to Developer. Within fifteen (15) days of receipt of such notice, Developer may elect to defend, contest or otherwise protect a City Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel reasonably approved by a City Indemnified Party. The City Indemnified Party shall have the right, but not the obligation, to participate, at the City Indemnified Party's own cost and expense, in the defense thereof by counsel of the City Indemnified Party's choice. In the event that Developer elects not to defend, contest or otherwise protect a City Indemnified Party against such Action, the City Indemnified Party shall have the right to do so, and (if such defense is undertaken by the City Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the City Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment for services that were rendered no sooner than thirty (30) days after the later of the Developer's election to defend or the expiration of Developer's defense election period and, within thirty (30) business days after such submission of such bills for fees and costs, Developer shall transfer to the City Indemnified Party sufficient funds to pay such bills.

(d) A City Indemnified Party shall submit to Developer any settlement proposal that the City Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the City Indemnified Party will unreasonably withhold its consent to a proposed settlement.

(e) Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon Developer in order to induce the City to enter into this Agreement. To the fullest extent

permitted by law, a City Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement, and the right to apply any deposit or other funds submitted by Developer to the City Indemnified Party in payment of the damages suffered by it, as is necessary to protect the City Indemnified Party from loss. If such court action is successful, the City Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

(f) The right to indemnification set forth in this Agreement with respect to events or circumstances that occurred or arose during the term of this Agreement shall survive the termination of this Agreement.

Section 2.07. Insurance.

(a) Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the Term, maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations, similar development projects (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as are adequate to protect the Developer and the Project which amounts shall not be less than those set forth herein. Throughout the Term, the Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance ("Certificate") listing all coverages applicable to the Project.

(b) The City and the Developer acknowledge there is no anticipated public infrastructure to be constructed as part of the Project. To the extent the Project scope is later adjusted to include the construction of any public infrastructure, the Developer shall require and enforce the contractor(s) hired to perform work on any public infrastructure to fully comply with the following insurance requirements, provided that said contractor(s) failure to comply with these insurance requirements after Developer's reasonable efforts to enforce said insurance requirements shall not constitute breach of this Agreement on behalf of Developer:

(i) General: The contractor shall secure and maintain, for at least five (5) years following completion of the contractor's public infrastructure work on the Project Site, insurance (on an occurrence basis unless otherwise agreed by the City and Developer) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on Acord forms or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate of insurance.

(ii) Notice of Claim Reduction of Policy Limits: The contractor, upon receipt of notice of any claim in connection with the Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

Developer shall also cause the contractor to monitor and to promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate of insurance if the contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Developer shall cause the contractor to promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

(iii) General Liability:

Limits –

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

Policy MUST include the following conditions:

- (1) Commercial General Form
- (2) Broad Form Contractual / Contractually Assumed Liability
- (3) Independent Contractors
- (4) Broad Form Property Damage
- (5) **NAME CITY OF FAIRWAY AS "ADDITIONAL INSURED"**

(iv) Automobile Liability (as applicable): Policy shall protect the contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as General Liability)

Combined Single Limits, Bodily Injury and Property Damage -
Each Accident:

Policy MUST include the following condition:

NAME CITY OF FAIRWAY AS "ADDITIONAL INSURED"

(v) Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence:	\$2,000,000
General Aggregate:	\$2,000,000

(vi) Workers' Compensation (as applicable): This insurance shall protect the contractor against all claims under applicable state workers' compensation laws. The Developer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

(vii) Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policy holder rating of A- or better; and
- (3) Carries at least a Class VIII financial rating, **or**
- (4) Is a company mutually agreed upon by the City and Contractor.

(viii) Subcontractors' Insurance: If a part of the work is to be sublet, the Developer shall either:

- (1) Require the contractor to cover all subcontractors in its insurance policies,
- or**
- (2) Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated above.

Whichever option is chosen, Developer shall cause the contractor to indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

Section 2.08. Non-Discrimination. The Developer agrees that throughout the Term:

(a) The Developer shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Sections 2-500 through 2-505 of Article IX entitled “Nondiscrimination” of Chapter 2, entitled “Administration” of the Code of the City of Fairway, and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, sexual orientation, gender identity, national origin, ancestry, disability, genetic information, marital status, familial status, military status or age;

(b) In all solicitations or advertisements for employees, the Developer shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

(c) If the Developer fails to comply with the manner in which the Developer reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Developer shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;

(d) If the Developer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Developer shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

(e) The Developer shall include the provisions of Sections 2.08(a) through (d) above in every contract, subcontract or purchase order so that such provisions will be binding upon such contractor, subcontractor or vendor.

The Developer further agrees that throughout the Term, the Developer shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this Project.

ARTICLE III. CID FINANCING

Section 3.01. Source of Funds; Condition for Approval of CID. The costs of the Project (the “Project Costs”) will generally be funded by Developer’s private equity and debt (“Private Funds”). Subject to the terms and conditions of this Agreement (including the condition described in Section 3.01(b) below, the Eligible Expenses shall be reimbursed with CID Sales Tax proceeds, subject to the terms and conditions set forth herein and subject to Section 3.08 hereof.

(a) Reference is hereby made to the Eligible Expenses which are more particularly set forth in the “CID Eligible” column of the Project Budget attached hereto as on Exhibit E attached hereto. Developer, using private equity and debt, will initially

advance all of the costs for the design, development, installation and/or construction of the CID Improvements. Developer, subject to the terms and conditions of this Agreement, including the CID Cap set forth in Section 3.04 below, shall be reimbursed for the Eligible Expenses from and to the extent of the CID Sales Tax proceeds collected during the Term. As a matter of clarification, any costs incurred or paid by a third party (for example, rent and/or costs incurred, paid, or passed through by Developer's landlord under the Lease) shall not be included as Project Costs and shall not be eligible to be Eligible Expenses.

(b) This Agreement, and the Pay-As-You-Go CID Financing described herein is expressly conditioned upon the approval of the creation of the District through the passage the CID Ordinance in the sole discretion of the governing body of the City. Following receipt of the CID Petition signed by Owner and Developer and filed with the City, the City properly noticed up a public hearing for consideration of the CID Ordinance. If the City does not, in its sole discretion approve the District by passage of the CID Ordinance, then either the City or Developer may terminate this Agreement. Upon any such termination of this Agreement: (i) this Agreement shall terminate and be of no further force and effect, and (ii) except as specifically set forth herein, the parties hereto shall have no further duty, obligation, or liability each to the other hereunder, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the City to be paid for by Developer pursuant to that certain Funding Agreement dated as of April 10, 2025, and the provisions of this Agreement, the City shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

Section 3.02. CID Sales Tax. The City hereby agrees that the CID Improvements may be financed and reimbursed with Pay-As-You-Go CID Financing, and payable from revenues received from the imposition of a CID Sales Tax in the amount of two percent (2%) on the sale of food, beverages and other products and services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) within the District. The Developer agrees to provide to the Kansas Department of Revenue (the "DOR") its name and any other information requested by the DOR, as the only tenant within the District within the timeframes required by the DOR, so that the DOR can notify Developer within the District of its requirement to collect a CID Sales Tax beginning on that certain date which is set forth in Recital E of this Agreement. Developer shall also provide a copy of such notice to the City.

Section 3.03. CID Sales Tax Fund. During the Term, all CID Sales Tax proceeds generated within the District and received by the City from DOR shall be deposited into the CID Sales Tax Fund, which shall be established and administered by the City in compliance with the laws of the State and this Agreement.

Section 3.04. Pay-As-You-Go CID Financing. The parties hereby agree that the proceeds from the CID Sales Tax shall be disbursed by the City quarterly from the CID Sales Tax Fund on a pay-as-you-go basis ("Pay-As-You-Go CID Financing"), to reimburse Developer for Eligible Expenses, if and to the extent that (i) there are CID Sales Tax proceeds in the CID Sales Tax Fund, (ii) Developer has fully satisfied all of the conditions set forth in Section 3.05 hereof, (iii) the Term has not yet expired, and (iv) Developer has not already been reimbursed for Eligible Expenses in

an amount equal to the CID Cap, and Developer is not in default under the terms and conditions of this Agreement beyond any applicable notice and cure periods provided herein. The parties further agree as follows:

(a) The CID Sales Tax available to Developer for reimbursement of Eligible Expenses shall in no event exceed \$1,658,055.00 (the "CID Cap"). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of any and all Eligible Expenses. Once Developer has received an amount equal to the CID Cap for reimbursement of Eligible Expenses through Pay-As-You-Go CID Financing, the parties understand and agree that the District shall thereafter terminate, and the CID Sales Tax shall terminate and no longer be levied or collected within the District. Notwithstanding anything contained in this Agreement to the contrary, the CID Cap shall not include (a) CID Administrative Fees or (b) legal fees of the City's attorneys' fees incurred in connection with the creation, amendment and implementation of the District and this Agreement.

(b) The CID Sales Tax shall be collected within the District for a period that commences on the date that the CID Sales Tax is first imposed within the District up to and concluding upon that date which is the earlier of the following: (i) the date that Developer has been reimbursed for all Eligible Expenses by Pay-As-You-Go CID Financing (up to the CID Cap), or (ii) regardless of whether the Developer has been fully reimbursed for all Eligible Expenses, that date which is twenty two (22) years from the date that the CID Sales Tax is first imposed (the "CID Collection Period"). At the end of the CID Collection Period, the parties understand and agree that the District shall thereafter terminate, and the CID Sales Tax shall terminate and no longer be levied or collected within the District.

(c) In addition to the limitations set forth above, the parties hereby agree that upon completion of the Project and submittal of the final Certificates of Expenditures by Developer pursuant to Section 4.02 below, the CID Cap shall be reduced if and to the extent that the Project Costs to be paid for with CID Sales Tax proceeds shall be more than fifty percent (50%) of the total Project Costs. In other words, if and to the extent that the CID Cap shall be more than fifty percent (50%) of the total Project Costs, then Developer hereby agrees that the CID Cap shall be proportionately reduced so that the CID Cap shall not be more than fifty percent (50%) of the total Project Costs. For purposes of this provision, and subject to the Act and to all other Applicable Laws and Requirements, the total Project Costs shall include Project Costs which are set forth on Exhibit E.

(d) Developer shall not receive any reimbursements from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth in Section 3.05 have been fully satisfied as determined by City in its sole reasonable discretion.

Section 3.05. Conditions Precedent to Reimbursements. Developer hereby understands and agrees that it shall not receive any reimbursements for Eligible Expenses from Pay-As-You-Go CID Financing unless and until the conditions precedent set forth below have been fully satisfied as determined by City in its sole reasonable discretion:

(a) City has approved Certificates of Expenditure for such CID Improvements; and

(b) Construction of all of the Improvements described in Section 2.01 shall be completed and the Project has opened to the public; and

(c) Developer shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder.

Section 3.06. No CID Bonds. Developer hereby understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-As-You-Go CID Financing, and nothing in this Agreement shall in any way obligate the City to issue bonds or other obligations to reimburse Developer for the Eligible Expenses or any other costs of the Project.

Section 3.07. Payment of CID Administrative Fee. As and when there are sufficient CID Sales Tax revenues from the District to pay the CID Administrative Fee, Developer hereby understands and agrees that such CID Administrative Fee shall have first priority to available funds in the CID Sales Tax Fund.

ARTICLE IV. CID REIMBURSEMENT

Section 4.01. CID Reimbursement. Subject to Article III of this Agreement, CID Sales Tax shall be used to reimburse the Developer for the Eligible Expenses, as described in **Exhibit E**, by Pay-As-You-Go CID Financing, and in all events in accordance with the terms of this Agreement. In no event will the reimbursement described hereunder exceed the CID Cap.

Section 4.02. Certificate of Expenditures. In connection with the Eligible Expenses for the CID Improvements, Developer shall certify all costs and expenditures in accordance with the following:

(a) The Developer shall submit to the City a Certificate of Expenditure in the form attached hereto as **Exhibit G** setting forth the amount for which reimbursement is sought and an itemized listing of the related Eligible Expenses. Prior to or concurrently with the first Certificate of Expenditure submitted by Developer to the City, the Developer shall submit plan documentation to assist the City in reviewing the Certificate of Expenditures. Such documentation shall include, but not be limited to:

(i) A scalable "General Layout" plan sheet showing the general layout and location of the CID eligible Expenses. Non-eligible items shall be clearly differentiated from eligible items.

(ii) A summary of plan quantities delineating the eligible from non-eligible items.

(iii) Copies of certified bid tabulations or contracts verifying the contractor's bid on eligible items. Such tabulations or contracts must clearly differentiate items by eligible and non-eligible items.

(b) Each Certificate of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers and other evidence as the City shall reasonably require to document appropriate payment and shall include an overall cost summary, as well as a cost summary for each division of work (i.e., grading, erosion control, roadway, sanitary sewer and storm sewer). The cost breakdown shall include the quantity, unit price and price extension for each eligible item requested for reimbursement. Each Certificate of Expenditure shall also be accompanied by an updated Project Budget as set forth on **Exhibit E** including any changes permitted by Section 4.03 below.

(c) Each Certificate of Expenditure shall also include evidence of payment and cost breakdowns for Project Costs paid with Private Funds in an amount which is at least equal to the reimbursements requested from CID Pay-As-You-Go Financing reimbursements in the Certificate of Expenditure.

(d) The City reserves the right to have its engineer, City staff or other agents or employees inspect all work in respect of which a Certificate of Expenditure is submitted, to examine the Developer's and other's records relating to all costs of CID Improvements to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof. The Developer hereby agrees to pay all actual and verifiable expenses incurred by the City pursuant to this subsection (d), provided that no third party inspection costs shall exceed \$2,000.00 per Certificate of Expenditure submission.

(e) The City shall have forty-five (45) calendar days after receipt of any Certificate of Expenditure to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certificate of Expenditure directly relates to the CID Improvements; (2) the expense was incurred; (3) Developer is not in default under this Agreement beyond any applicable notice and cure periods provided herein; (4) the expense is not prohibited by the terms and conditions of Section 3.04 hereof; and (5) there is no fraud on the part of the Developer, then the City shall approve the Certificate of Expenditure and reimburse the Developer for financing the cost of the CID Improvements pursuant to the terms of this Agreement. If the City disapproves of the Certificate of Expenditure, the City shall notify the Developer in writing of the reason for such disapproval within such forty-five (45) day period, provided that Developer shall have the right to attempt to remedy any reasons for disapproval cited by City and re-submit, no more than once per Certificate of Expenditure, the Certificate of Expenditure for City approval, in which event, the same 45-day response period described herein will apply.

(f) Within one-hundred eighty (180) days of execution of this Agreement, the Developer shall submit Certificates of Expenditure for those expenditures made prior to the execution of this Agreement in connection with the CID Improvements, if any. During the Term, the Developer shall endeavor to submit Certifications of Expenditures for those expenditures made in connection with the CID Improvements on a quarterly basis, and

shall submit a Certificate of Expenditures for any expenditure made in connection with a CID Improvement within one-hundred eighty (180) days of incurring such expenditure.

Section 4.03. Line Items. The parties hereby agree that increases in line item amounts in the column labeled "CID" in the Project Budget as set forth on Exhibit E may be made by Developer as long as (a) no such increase represents more than a 15% change per line item, and (b) Developer provides the City Administrator's office with prior written notice of such change. No increase will be effective without such notice to the City Administrator's office and a modified Project Budget reflecting such change. Additionally, in the event the Developer wants to increase one or more such line items in the Project Budget in excess of 15% per line item, then any such modifications may be requested by Developer in writing and must be approved by the City Administrator's office. However, no such proposed increase shall be permitted within (a) General Conditions, or (b) any category that has \$0.00 in the "CID" column in the Project Budget set forth on Exhibit E.

Section 4.04. Reimbursement Priority. All payments or reimbursements of whatever kind from the City to the Developer under this Agreement shall be made in the following priority:

(a) First, to the City, to the extent permitted by Applicable Laws and Requirements, as payments by the Developer for (i) all amounts delinquently due or owing (including all taxes, fees, or fines), including any interest and penalty thereon, by the Developer to the City under this Agreement, under any other agreement with the City, or under any Applicable Laws and Requirements; (ii) all actual out-of-pocket costs incurred (and any interest or penalty thereon) by the City in entering into, operating under, or enforcing this Agreement, including without limitation the CID Administrative Fee, reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate); (iii) indemnification of the City for any indemnity obligation owed by Developer (or its Affiliate) to the City, and any interest or penalty thereon; and (iv) any reimbursement due to the City on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement with the City, or under any Applicable Laws and Requirements; and

(b) Second, to the Developer for actual amounts to which the Developer is entitled by the other provisions of this Agreement.

ARTICLE V. ASSIGNMENT AND TRANSFER

Section 5.01. Assignments by Developer. Neither the Lease, Developer's interest in and to the Project, nor the rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity, without the prior approval of the City's governing body, in its sole reasonable discretion, following verification by the City's attorney that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project and/or this Agreement being transferred. Any proposed assignee shall, by instrument in writing, for itself and its successors

and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject. The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer, provided that Developer's release shall not be unreasonably delayed upon City's approval of the assignment.

Section 5.02. Successors and Assigns. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, other than Developer, no transferee, assignee or the Owner of Project Site shall be entitled to any rights whatsoever or claim upon the reimbursements from the CID Sales Tax, except as specifically authorized in writing by the City.

Section 5.03. Excluded Encumbrances and Transfers. The foregoing restrictions on assignment, transfer and conveyance and the restriction in this Article V shall not apply to (a) any collateral assignment or security interest granted to secure indebtedness to any construction or permanent lender, (b) any transfer of some or all of the rights and/or obligations under this Agreement to a person or entity that is controlled by Developer, which Developer controls, or that is under common control with Developer (an "Affiliate"). Developer hereby agrees to provide the City with written notice of any assignment or transfer permitted by this Section 6.03 within fifteen (15) days after such assignment or transfer.

ARTICLE VI. USE AND OPERATION OF THE PROJECT

Section 6.01. Term. The Term of this Agreement shall commence on the Effective Date and shall expire upon the date of the last CID payment to Developer required following the end of the CID Collection Period, unless earlier terminated by either party in accordance with the terms of this Agreement (the "Term").

Section 6.02. Use and Operation. Developer covenants that at all times during the Term it will, at its expense:

(a) Conduct its business at all times in a dignified quality manner and in conformity with the industry standards for similar first-class, full-service, sit-down restaurants and in such reasonable manner as to maximize sales and/or rentals and to help establish and maintain a high reputation for the Project.

(b) Perform its duties to maintain the Project and the District as set forth in Section 6.03 hereof.

(c) Perform its duties to repair, restore, and replace portions of the Project as set forth in Section 6.07(ii).

(d) Subject to Excusable Delays, complete construction of the Improvements and open the Project to the public as soon as possible, but in no event later than the date set forth in the Performance Milestones on **Exhibit F**; and continuously operate and conduct business in all of the building, other than such minor portions thereof as are reasonably required for food preparation, storage and office purposes; use such food preparation, storage and office space only in connection with the business conducted by Developer in the Project; offer a full menu to customers and maintain an adequate number of trained personnel for efficient services to customers and to continuously remain open during the Term from at least 11:00 a.m. to 9:00 p.m. Mondays through Thursday, from at least 11:00 a.m. to 10:00 p.m. on Fridays and Saturdays, and from 11:00 a.m. to 8:00 p.m. on Sundays, not including the following holidays: Halloween, Labor Day, Memorial Day, Thanksgiving, July 4th Independence Day, Christmas, Easter, and New Years Day. Developer agrees that the Project will not be open past 2:00 a.m. at any time; and operate and conduct its business on the Project Site in compliance with all Applicable Laws and Requirements.

(e) Operate the Project under the trade name: “American Fire”, as an upscale, full-service, sit-down restaurant and bar concept. A representative menu , including initial pricing, is hereby attached as **Exhibit H**. Provided Developer’s affiliated full-service restaurant concepts shall be approved, no other material changes to the name or concept shall be made without the prior consent and approval of the City, which shall not be unreasonably withheld, conditioned, or delayed.

(f) Maintain reasonable environmentally sustainable practices in the operation of the Project.

Section 6.03. Maintenance and Use. During the Term, Developer shall cause the Improvements, the Project and all other of its property used or useful in the conduct of its business and operations within the District, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other similarly situated restaurant spaces in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe conduct of its business and operations within the District. Nothing in this Section 6.03 shall preclude Developer from removing or demolishing any building or buildings, if in its reasonable judgment, such removal or demolition is desirable in the conduct of its business, and as long as the same does not materially adversely affect the value of the Project or Developer's ability to (i) perform its obligations under this Agreement, or (ii) generate CID Sales Taxes within the District. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, this Agreement, the Approved Site Plan, and as long as the same do not materially adversely affect the value of the Project or Developer's ability to perform its obligations under this Agreement, or generate CID Sales Taxes within the District.

Section 6.04. Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to, those relating to safety and health) of any government authorities applicable to the conduct of their business and operations and the ownership of the Project. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under

this Agreement or imposed by Applicable Law and Requirements. Provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any government authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement.

Section 6.05. Payment of Taxes and Liens. The Parties hereby agree as follows:

(a) During the Term of this Agreement, Developer and its Affiliates shall pay (or cause Owner to pay) when due all real estate taxes and assessments related to the Project. In the event that the Developer shall fail to pay all such applicable real estate taxes and assessments, the parties understand and agree that the City may suspend all reimbursements of Eligible Expenses through Pay-As-You-Go CID Financing during any time that such real estate taxes and assessments on the property the Developer (or its Affiliates) owns within the City remain unpaid. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit the Developer or its Affiliates from contesting the assessed value of the properties, improvements or the taxes thereon in good faith by appropriate proceedings; provided however that Developer or its Affiliates shall pay any and all amounts that are contested under protest while any such proceedings are pending. The Developer and any other owners of real property within the District shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the District.

(b) Developer further agrees that no mechanics' or other liens shall be established or remain against the Project or the property within the District, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.06. Licenses and Permits. Developer hereby recognizes, stipulates and agrees (a) that in the design, construction, completion, use or operation of the Project, Developer, or its general contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required, and (b) that nothing herein shall be construed as any release by the City of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

Section 6.07. Damage, Destruction or Condemnation. In the event of damage to or destruction of any portion of the Project resulting from fire or other casualty during the Term, or in the event any portion of the District is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, Developer shall be entitled to the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking or the net proceeds of any realization on title insurance, and Developer, at its sole discretion, may (i) terminate this Agreement as of the date of such casualty, condemnation,

or taking, or (ii) commence and thereafter proceed as promptly as possible to repair, restore and replace the remaining part of the Project, as nearly as possible, to its former condition. If Developer elects to terminate this Agreement as set forth in this Section 6.07, the City may terminate the District and Developer's right to collect reimbursement from the CID Sales Tax proceeds, to be effective upon the date of such casualty or taking.

Section 6.08. Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the portions of the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the City shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Nothing contained in this Section 6.08 shall restrict or impede the right of the City to enter the District pursuant to any Applicable Laws and Requirements.

Section 6.09. Periodic Meetings with the City. From the Effective Date until substantial completion of the Project, Developer hereby agrees to meet with the City and/or its agents or consultants at such intervals as Developer, the City and any such designee shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project. At any time during the Term of this Agreement, Developer hereby agrees to reasonably respond to requests for information from the City or its representatives about the Project.

Section 6.10. Civic and Community Participation. During the Term of this Agreement, Developer agrees to actively participate in the civic, charitable, educational, philanthropic and economic development of Fairway. Accordingly, at a minimum, Developer shall (a) at all times be a dues-paying member in good standing with the Northeast Johnson County Chamber of Commerce, and (b) make an annual donation to Shawnee Indian Mission Foundation in an amount determined in the sole discretion of Developer, but not to be less than \$1,000 annually.

Section 6.11. Power of the City. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.01. Default by the City. The City shall be in default under this Agreement if the City fails to keep or perform any covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within thirty (30) days after Developer has given the City written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected.

Section 7.02. Developer's Remedies Upon Default by the City. If a default by the City occurs under this Agreement and is continuing, Developer may take whatever action at law or in

equity as may appear necessary or desirable to enforce performance and observance by the City of any provision of this Agreement, however, the City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote, punitive or consequential damages. The City's liability hereunder shall also be limited by Applicable Laws and Requirements.

Section 7.03. Default by Developer. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement, and Developer fails to cure or remedy the same within ten (10) days after the City has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within thirty (30) days after the City has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Without limiting the generality of the foregoing, Developer shall assign or transfer the Project and/or this Agreement in violation of the terms and conditions set forth in Article V; or

(d) Developer shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within thirty (30) days or Developer, makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the District, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subsection being deemed a default under the provisions of this Agreement); or

(e) Developer fails to timely complete the Improvements and open the Project to the public and/or operate the Project as described in Section 6.02 above; or

(f) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within thirty (30) days of notice from the City.

Section 7.04. City's Remedies Upon Default by Developer. Upon the occurrence and continuance of a Developer default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law, except for any remote, punitive or consequential damages:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the City may (i) refuse to approve any further Certificates of Expenditures and make any further disbursements of CID Sales Tax unless and until such default is fully cured by the Developer, and/or (ii) terminate this Agreement, in which case the CID Sales Tax will be terminated and Developer shall have no further rights to any proceeds or reimbursements therefrom. The rights and remedies reserved by the City under this Section 7.04 shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The City may set-off any amounts due or owing from the Developer to the City (including without limitation any amounts under or referred-to in Section 4.04(a) above) against any payment(s) due or owing from the City to the Developer.

(c) The City may also exercise the remedies specifically provided in any Article, Section or subsection of this Agreement.

(d) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages, except for any remote, punitive or consequential damages, incurred by the City resulting from such Developer default; provided that specific performance shall not be available to enforce Developer's duties or obligations to develop, renovate, construct, complete, or continuously operate the Project.

(e) In the event of such default by Developer, the City may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the City against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred by or on behalf of the City in connection with the enforcement of such actions or remedies.

Section 7.05. Legal Actions.

(a) Institution of Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

(c) Acceptance of Service of Process.

(i) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(ii) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon an officer or agent of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.

Section 7.06. Inaction Not a Waiver of Default. Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 7.07. Excusable Delays; Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by a party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics, global pandemics and/or quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform ("Excusable Delays").

(b) The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any Excusable Delay of the foregoing causes. Developer shall provide notice to the City if and when any such Excusable Delays occur and Developer may be granted such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays. In the case of any extension sought by Developer for any other reason which will cause a failure to timely complete a portion of the Project as set forth on Exhibit F hereto, such extension shall only be granted with the approval of City, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Expenses and CID Administrative Fee. Reference is hereby made to the Funding Agreement entered into by and between the City and the Developer prior to the Effective Date. The parties hereby agree that the Funding Agreement shall survive the execution of this Agreement and the formation of the District, and the Developer hereby further agrees that to any extent not otherwise covered by the Funding Agreement, Developer shall be responsible for and pay, within thirty (30) days of the invoice, the reasonable legal fees of the City's attorneys' fees incurred in connection with the creation, amendment and implementation of the District and this Agreement (including the negotiation of this Agreement), other related agreements, and any amendments thereto, and in connection with the review of certified expenditures for Eligible

Expenses and the reimbursement of such Eligible Expenses, pursuant to the terms of Section 3.01. Additionally, the CID Sales Tax shall be used to pay the CID Administrative Fee. The CID Administrative Fee shall be due on the date the CID Sales Tax is received by the City from DOR (provided that the Act permits payment directly from the CID Sales Tax, and if not, within thirty (30) days of demand therefor by the City).

Section 8.02. Time of Essence. Time is of the essence of this Agreement. The City and Developer will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.03. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's governing body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest.

Section 8.04. State Reporting Requirements. Developer hereby agrees to cooperate with the City and/or the Secretary of Commerce of the State to provide information required for compliance with the new reporting requirements in K.S.A. Section 74-50,226 *et seq.* Such information will be in the form and manner required by the Kansas Secretary of Commerce for publication on the Kansas Department of Commerce website. Developer will also pay any and all administrative fees to be collected by the Secretary of Commerce or the State in connection with these reporting requirements.

Section 8.05. Immunity of Officers, Employees and Members of the City. No personal recourse shall be had for the payment of the Pay-As-You-Go CID Financing or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future officer, member, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future officer, member, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, for any default or breach by the City.

Section 8.06. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the Project as pertinent to the purposes of this Agreement.

Section 8.07. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 8.08. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part,

if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 8.09. Kansas Law. This Agreement shall be construed in accordance with the laws of the State of Kansas. To the extent there is a conflict between this Agreement and the CID Ordinance, the CID Ordinance is controlling.

Section 8.10. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

(a) To the Developer:

Whitney Vin Zant
The Fairway KC, LLC
401 S. Clairborne Road, Suite 100
Olathe, Kansas 66062

With copies to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
Attn: Charles Renner

(b) To the City:

City Administrator
City of Fairway
5240 Belinder Road
Fairway, KS 66205

With copies to:

Stinson LLP
1201 Walnut, Suite 2900
Kansas City, MO 64106
Attn: Todd LaSala and Jim Mosimann

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 8.11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.12. Agreement Runs With the Land; Recording. The parties understand and agree that this Agreement shall run with the land. Additionally, the Parties agree that this

Agreement, or a memorandum of this Agreement, shall be promptly recorded by the Developer at Developer's cost after execution, and proof of recording shall be provided to the City. Developer further agrees that it shall cause Owner to execute and deliver any such memorandum to be recorded in the Johnson County property records.

Section 8.13. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations of insurance and indemnification set out in Article II shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during Term.

Section 8.14. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 8.15. Tax Implications. The Developer acknowledges and represents that (a) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (b) the Developer is relying solely upon its own tax advisors in this regard.

Section 8.16. Required Disclosures. The Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 8.17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 8.18. Joint and Several Liability. If more than one entity shall comprise the "Developer" hereunder, then the obligations hereunder shall be joint and several, and each of those entities shall be jointly and severally liable to the City hereunder.

Section 8.19. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the City in a manner prohibited by the laws of the State of Kansas.

Section 8.20. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *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 City shall at all times remain in conformity with such laws.

[Remainder of page intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

CITY OF FAIRWAY, KANSAS

ATTEST:

Melanie Hepperly, Mayor

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

Todd A. LaSala, Esq.
Stinson LLP

ANNEX OF DEFINITIONS

The following terms have the following meanings:

"Act" means K.S.A. 12-6a26 through 12-6a36 and all additions and amendments thereto.

"Action" means any suit, action, investigation, claim or proceeding in which the Developer may become obligated to one or more of the City Indemnified Parties as set forth in Section 2.06(c) hereof.

"Affiliates" means a person or entity that is controlled by Developer, which Developer controls, or that is under common control with Developer as set forth in Section 5.03 hereof.

"Agreement" means this Development Agreement, as the same may be amended from time to time in accordance with the terms and conditions hereof.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by government authorities, and all requirements of any insurers. Applicable Law and Requirements shall include, without limitation, the Approved Site Plan, the Act, the Kansas Cash Basis Law (K.S.A. § 10-1100, et. seq.) and Budget Law (K.S.A. § 75-2935 et. seq.).

"Casualty Escrow" means that certain escrow agreement for the net proceeds of any insurance relating to damage or destruction of the Project, the net proceeds of condemnation or taking or the net proceeds of any realization on title insurance for the Project as set forth in Section 6.07(a) hereof.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. as referred to in Section 2.06(a) hereof.

"CID" means a community improvement district pursuant to the Act.

"CID Administrative Fee" means an amount equal to the greater of 1.5% of the CID Sales Tax proceeds deposited into the CID Sales Tax Fund hereunder from time to time during the Term.

"CID Cap" means the limitation on the amount of CID Sales Tax available to Developer for reimbursement of Eligible Expenses as set forth in Section 3.04(b) hereof. The CID Cap is \$1,658,055.00, provided however, notwithstanding anything contained in this Agreement to the contrary, the CID Cap shall not include (a) CID Administrative Fees or (b) legal fees of the City's attorneys' fees incurred in connection with the creation, amendment and implementation of the District and this Agreement.

"CID Collection Period" means the period that commences on the date that the CID Sales Tax is first imposed and concluding upon the date which is the earlier of the following: (a) the date that Developer has been reimbursed for all Eligible Expenses by Pay-As-You-Go CID Financing, or (b) regardless of whether the Developer has been fully reimbursed for all Eligible Expenses,

that date which is twenty two (22) years from the date that the CID Sales Tax is first imposed, as set forth in Section 3.04(c) hereof.

"CID Improvements" means that portion of the Project, the costs of which are Eligible Expenses and reimbursable with Pay-As-You-Go CID Financing hereunder, subject to the CID Cap. The CID Improvements, and the estimated costs therefor, are set forth on **Exhibit E** hereto.

"CID Ordinance" means Ordinance No. 1840, adopted by the City on December 8, 2025, as referenced in Recital E hereof and attached hereto as **Exhibit D**.

"CID Petition" means that certain petition submitted by the Developer on or about November 10, 2025, a copy of which is attached hereto as **Exhibit B**.

"CID Sales Tax" means the tax authorized by K.S.A. 12-6a31 and amendments thereto, and as more particularly described in Section 3.02 hereof.

"CID Sales Tax Fund" means the separate fund established by the City for deposit of the CID Sales Tax received from the State collected within the District, and that is used to finance the CID Improvements pursuant to the Act as set forth in Section 3.03 hereof.

"City" means the City of Fairway, Kansas.

"City Indemnified Parties" means the City, its employees, agents, independent contractors and consultants, collectively for purposes of the indemnification provisions set forth in Section 2.06 hereof.

"Commence Construction of the CID Improvements " or "Commencement of Construction of the CID Improvements" shall mean the issuance of a building permit for purposes of the commencing the Improvements and Developer's undertaking of a continuous and uninterrupted program of construction for such Improvements.

"Commission" means the Kansas Human Rights Commission as referred to in Section 2.10(b) hereof.

"Damaged Facilities" means the Project or any part thereof being damaged or destroyed by a casualty.

"Developer" means **The Fairway KC, LLC**, a Kansas limited liability company.

"District" means the community improvement district generally described in Recital D and the legal description of which is more particularly set out in **Exhibit C** attached hereto.

"DOR" means the Kansas Department of Revenue as set forth in Section 3.02.

"Effective Date" means _____, 2026.

"Eligible Expenses" means those Project Costs which are "costs" or a "project" (as defined in the Act) and thus eligible for reimbursement with CID Sales Tax proceeds under the Act and as set forth in the "CID Eligible" column of the Project Budget attached as **Exhibit E**.

"Excusable Delays" means the delays for performance set forth in Section 7.07 hereof.

"Improvements" means those buildings, parking structures and other improvements constituting the Project as set forth in Section 2.01 and on **Exhibit E** hereof.

"Owner" means Fairway Restaurant Group, LLC, the owner of the Project Site as described in Recital A.

"Parties" means the City and Developer.

"Pay-As-You-Go CID Financing" means a method of financing pursuant to K.S.A. 12-6a34, in which the costs of the CID Improvements are financed without notes or bonds, and the costs are reimbursed as CID Sales Tax is deposited in the CID Sales Tax Fund as set forth in Section 3.04 hereof.

"Performance Milestones" means Developer's anticipated development milestones for the Project which are set forth on **Exhibit F** attached hereto.

"Private Funds" means Developer's by private equity and debt to be used to pay Project Costs as set forth in Section 3.01 hereof.

"Project" means the Improvements to the Project Site, including the CID Improvements to be designed, developed, constructed and completed by Developer as described in Section 2.01 hereof and on **Exhibit E** attached hereto.

"Project Budget" means the estimated budget for the Project, which includes the CID Improvements and estimated costs thereof, as set forth on **Exhibit E** attached hereto.

"Project Costs" means the costs of designing, developing, constructing and completing the Project, including both those Eligible Expenses to be paid with Pay-As-You-Go CID Financing, and those costs to be funded solely by Developer's private equity and debt and funds.

"Project Site" means that certain real property legally described on **Exhibit A-1** and generally depicted on **Exhibit A-2** attached hereto.

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as referred to in Section 2.06(b) hereof.

"State" means the State of Kansas.

"Substantially Completed" means the stage in the progress of the construction of improvements, or as to any particular portion thereof, when said construction is sufficiently complete so that the improvements or such particular portion can be occupied or utilized for its

intended use provided however that finished shell space which is suitable for future tenant improvements shall be considered substantial completion .

"Term" means that certain period from the Effective Date through that date on which this Agreement expires as set forth in Section 6.01 hereof.

EXHIBITS

- Exhibit A-1: Project Site Legal Description
- Exhibit A-2: Project Site Map
- Exhibit B: CID Petition
- Exhibit C: CID Boundaries Legal Description
- Exhibit D: CID Ordinance
- Exhibit E: Project Budget
- Exhibit F: Performance Milestones
- Exhibit G: Form of Certificate of Expenditure
- Exhibit H: American Fire Menu
- Exhibit I: Resolution No. 2025-K

EXHIBIT A-1
PROJECT SITE LEGAL DESCRIPTION

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.

EXHIBIT A-2
PROJECT SITE MAP

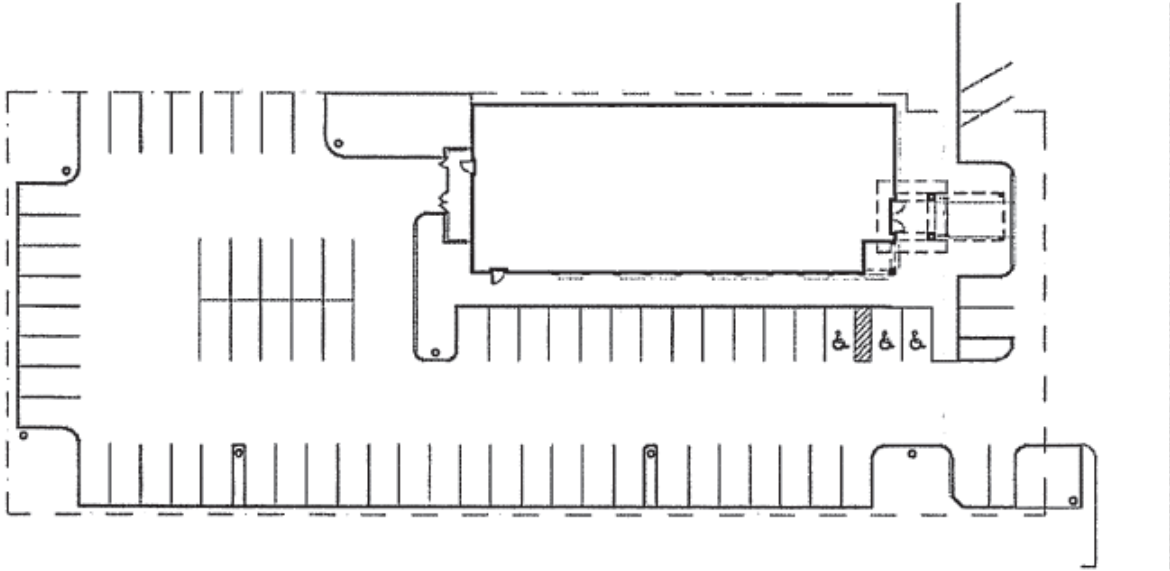


EXHIBIT B **CID PETITION**

PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body,
City of Fairway, Kansas

The undersigned, being the owners of record, whether resident or not, of more than fifty-five percent (55%) of the land area, and more than fifty-five percent (55%) by assessed value of the land area, contained within the hereinafter described community improvement district hereby petition the City of Fairway, Kansas (the "City") to create a community improvement district and authorize the proposed project hereinafter set forth, all in the manner provided by K.S.A 12-6a26 *et seq.* (the "Act"). In furtherance of such request, the petitioners state as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map of the proposed community improvement district (the "District") is attached hereto as **EXHIBIT 1.**

The legal description of the District is attached hereto as **EXHIBIT 2.**

2. GENERAL NATURE

The general nature of the proposed project (the "Project") is as follows:

The redevelopment, renovation and improvement of an approximately six thousand, six hundred (6,600) square foot restaurant building located within the City and generally located at 2820 W. 53rd Street, Suite 123 by The Fairway KC, LLC ("Developer"). The Project may be further described as the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: infrastructure related items, sidewalks, parking lots, drainage improvements, buildings, tenant improvements, utilities, landscaping, lighting, signage, soft costs of the Project, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. BUT FOR

The petitioner certifies to the City that but for the creation of the District, and the anticipated reimbursement of the costs of the Project with revenue from the CID Sales Tax (as defined below), the Project would not occur.

4. ESTIMATED COST

The total estimated cost of the Project is \$3,316,110.00. The proceeds from the CID Sales Tax shall be available to reimburse Developer for CID Project Costs pursuant to a development agreement between the City and Developer, including a cap on the CID proceeds available to Developer (a "CID Cap"). The CID Cap shall, for all purposes set forth herein, operate as a cap on the use of CID Sales Tax for reimbursement of any CID Project Costs, and such CID Cap shall not include and shall be net of financing costs, issuance-related fees, and applicable reserves. For purposes of this Petition, the term "CID Project Costs" means those costs eligible to be paid from District revenues for the Project in accordance with K.S.A. 12-6a26 *et seq.* and the budget attached hereto as **EXHIBIT 3.**

5. **PROPOSED METHOD OF FINANCING**

It is proposed that the Project be financed through a combination of private equity, private debt and District financing (including the CID Sales Tax) as pay-as-you-go financing (as defined in the Act).

6. **PROPOSED METHOD AND AMOUNT OF ASSESSMENT**

The Project will not be financed through the levy of special assessments on any property within the boundaries of the District.

7. **PROPOSED AMOUNT OF SALES TAX**

It is being proposed that the Project be financed through the levying of an additional two percent (2.0%) District sales tax as authorized by the Act, with such sales tax to commence on June 1, 2026, or such other date as shall be approved by ordinance of the City, and to continue for a maximum term of twenty-two (22) years (the "CID Sales Tax").

8. **FINANCIAL ABILITY TO COMPLETE AND OPERATE**

The undersigned hereby state that they (and/or Developer) have the financial ability to complete and operate the Project.

9. **NOTICE TO PETITION SIGNERS**

NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS HEREOF AFTER THE CITY COMMENCES CONSIDERATION OF THIS PETITION, OR LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK, WHICHEVER OCCURS FIRST.

THE SIGNER(S) HEREOF CONSENT TO ANY ASSESSMENTS TO THE EXTENT DESCRIBED HEREIN WITHOUT REGARD TO BENEFITS CONFERRED BY THE PROJECT.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the District at the dates set forth opposite their respective signatures below:

FAIRWAY RESTAURANT GROUP, L.L.C.,
a Missouri limited liability company

By: [Signature]
Authorized Signatory

ACKNOWLEDGMENT

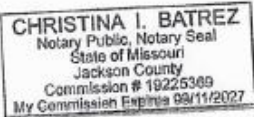
STATE OF Missouri)
COUNTY OF Jackson) ss.

Be it remembered that on this 6 day of November, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came David Black, to me personally known, who being by me duly sworn did say that he is the Authorized Signatory of Fairway Restaurant Group, L.L.C., a Missouri limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:
3/11/27

[Signature]
Notary Public in and for said County and State
Print Name: Christina Batrez



IN WITNESS WHEREOF, the undersigned petitioner has executed the above foregoing petition to create the District at the dates set forth opposite their respective signatures below:

THE FAIRWAY KC, LLC
a Kansas limited liability company

By: *[Signature]*, Authorized Signatory

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Be it remembered that on this 31 day of October, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Whitney Vincent, to me personally known, who being by me duly sworn did say that he is the Authorized Signatory of The Fairway KC, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said company and that said person acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

3-2-2029

[Signature]
Notary Public in and for said County and State
Print Name: Marlena Kemper

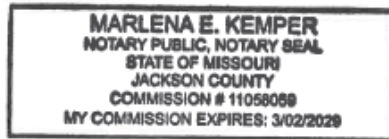


EXHIBIT 1 to CID PETITION

MAP OF DISTRICT

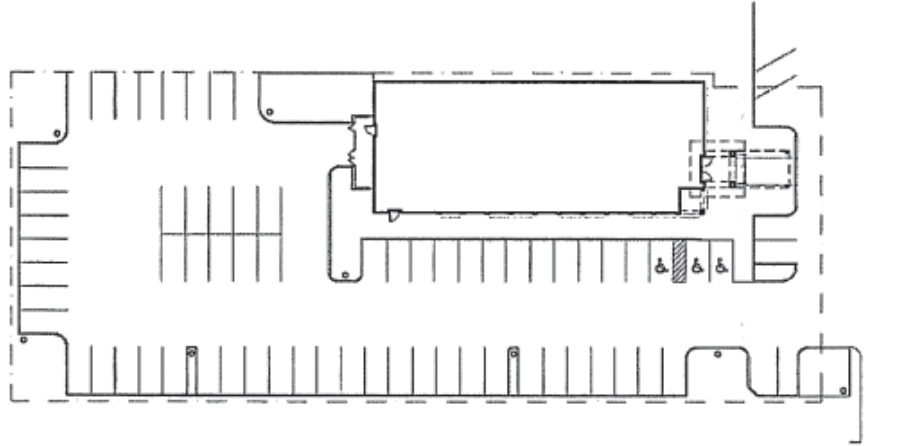


EXHIBIT 2 to CID PETITION

LEGAL DESCRIPTION OF DISTRICT

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.

Exhibit 2
CORE/0502117.0052/230459409.2

EXHIBIT 3 to CID PETITION

ESTIMATED COST (PROJECT BUDGET)

ADMINISTRATIVE COSTS		
CONSTRUCTION BUDGET	COST	CID ELIGIBLE
SOFT COSTS	\$201,000.00	
HARD COSTS	\$2,170,700.00	\$2,170,700.00
GENERAL CONDITIONS	\$135,000.00	\$135,000.00
SITE WORK	\$210,000.00	\$210,000.00
PATIOS	\$145,000.00	\$145,000.00
LANDSCAPING, ETC.	\$65,000.00	\$65,000.00
PARKING (LANDLORD)	0	0
MASONRY	\$56,000.00	\$56,000.00
METALS	\$92,500.00	\$92,500.00
ROUGH AND FINISH CARPENTRY	\$220,000.00	\$220,000.00
FRAMERS AND SHEETROCK	\$100,000.00	\$100,000.00
MILLWORK	\$120,000.00	\$120,000.00
THERMAL PROTECTION	\$45,000.00	\$45,000.00
VESTIBULE, DOORS AND WINDOWS	\$125,000.00	\$125,000.00
FINISHES	\$178,000.00	\$178,000.00
SPECIALTIES	\$664,700.00	\$664,700.00
RESTAURANT EQUIPMENT	\$382,700.00	\$382,700.00
FURNITURE	\$182,000.00	\$182,000.00
AUDIO/VISUAL	\$100,000.00	\$100,000.00
MECHANICAL	\$78,000.00	\$78,000.00
ELECTRICAL	\$165,000.00	\$165,000.00
PLUMBING	\$201,500.00	\$201,500.00
<u>CONTINGENCY:</u>	<u>\$151,000.00</u>	<u>\$151,000.00</u>
FINANCE CHARGES	\$793,410	\$793,410
TOTAL COST	\$3,316,110.00	\$3,115,110.00

EXHIBIT C
CID LEGAL DESCRIPTION

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.

EXHIBIT D
CID ORDINANCE

ORDINANCE NO. 1840

AN ORDINANCE MAKING FINDINGS AS TO THE NATURE AND ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF FAIRWAY, KANSAS TO BE KNOWN AS THE 53RD STREET COMMUNITY IMPROVEMENT DISTRICT; CREATING SAID COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING A CERTAIN COMMUNITY IMPROVEMENT DISTRICT PROJECT RELATING THERETO; APPROVING THE ESTIMATED COST OF SUCH COMMUNITY IMPROVEMENT DISTRICT PROJECT; ESTABLISHING THE BOUNDARIES OF THE COMMUNITY IMPROVEMENT DISTRICT; AND PROVIDING FOR THE METHOD OF FINANCING OF THE COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, the City of Fairway, Kansas (the “City”), is a municipality within the meaning of the Act; and

WHEREAS, the Act further authorizes the City, in order to pay community improvement district project costs, to levy special assessments in the community improvement district to be paid in installments, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act (K.S.A. 79-3601 *et seq.*), as amended, within a community improvement district in any increment of .10% or .25% not to exceed 2.0%, and to issue special obligation notes or bonds payable from such community improvement district sales tax and/or provide pay-as-you go financing; and

WHEREAS, on or about November 6, 2025, a petition (the “Petition”) was filed with the City Clerk of the City requesting (a) the creation of a community improvement district generally located at 2820 W. 53rd Street, Suite 123 within the City (the “53rd Street CID”); (b) the making of improvements related thereto; (c) the community improvement district project costs to be incurred within the 53rd Street CID be financed with pay-as-you go financing and payable from revenues received from the imposition of the CID Sales Tax (as defined herein); and (d) the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act, as amended, within the 53rd Street CID in the amount of two percent (2.0%) (the “CID Sales Tax”), all in accordance with the Act; and

WHEREAS, said Petition was signed by (a) the owners of record, whether resident or not, of more than 55% of the land area within the proposed 53rd Street CID and the owners of record collectively owning more than 55% by assessed value of the land area within the proposed 53rd Street CID, and (b) The Fairway KC, LLC, a Kansas limited liability company (“Developer”) as the developer of the Project (as defined below); and

WHEREAS, pursuant to Resolution No. 2025-J of the City, adopted on November 10, 2025, the City directed a public hearing on the proposed 53rd Street CID be held and declared its intent to levy the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, on December 8, 2025, following proper notice as provided in the Act, the Governing Body of the City opened a public hearing on the proposed 53rd Street CID, the proposed community improvement district project, and the imposition of the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, the Governing Body of the City hereby finds and determines it to be advisable to create the 53rd Street CID and set forth the boundaries thereof, authorize a community improvement district project relating thereto, approve the estimated costs of such community improvement district project, and approve the method of financing the same, all in accordance with the provisions of the Act.

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

Section 1. Creation of the 53rd Street CID; Approval of Boundaries. The Governing Body of the City hereby finds and determines that it is advisable to create the 53rd Street CID within the City and approve the boundaries thereof, and, as such, hereby creates the 53rd Street CID and approves the boundaries thereof. A legal description of the property within the 53rd Street CID is set forth on Exhibit A attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the 53rd Street CID is attached hereto as Exhibit B and incorporated herein by reference.

Section 2. Authorization of Community Improvement District Project; Estimated Costs. The Governing Body of the City hereby authorizes the project within the 53rd Street CID described on Exhibit C attached hereto and incorporated herein by reference (the "Project"), approves the estimated cost of the Project, and determines the estimated cost of the Project is \$3,316,110.00. Notwithstanding the approval of the Project by this Ordinance, the Project, the Project's developer, and the owner or owners of all property comprising the Project must comply with all applicable zoning, planning, permit and other laws and regulations applicable to the Project.

Section 3. Method of Financing. Subject to the terms and conditions of the development agreement between the City and Developer, the Project within the proposed 53rd Street CID will be partially financed on a pay-as-you-go basis, from revenues received from the imposition of the CID Sales Tax. No special assessments shall be implemented under the Act to pay for the Project and no special or general obligations bonds or notes will be issued to finance the Project.

Section 4. Levy of Sales Tax. In accordance with the Act and to provide funds to pay a portion of the costs of the Project, the Governing Body of the City hereby levies a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers' Sales Tax Act within the 53rd Street CID in the amount of 2.0%. The collection of the CID Sales Tax shall commence on June 1, 2026, or the earliest date thereafter on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax and shall expire on the earlier of (a) 22 years from the date the Department of Revenue begins the collection of the CID Sales Tax or (b) the date on which reimbursement of pay-as-you-go costs of the Project, not to exceed \$1,658,055.00 (subject to reduction by the terms and conditions of the development agreement by and between the City and the Developer), has been paid.

Section 5. Authorization to Execute of Documents. The Mayor, City Clerk and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge and deliver for and on behalf of and as the act and deed of the City, any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and take effect from and after its passage, approval and publication once in an official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall submit this Ordinance to the Register of Deeds, referred to in Johnson County as the Office of Records and Tax Administration, for recording.

PASSED by the Governing Body on December 8, 2025 and APPROVED AND SIGNED by the Mayor.



[SEAL]

ATTEST:

By: *Abbie Aldridge*
Abbie Aldridge, City Clerk

Approved as to form:

By: *James Mosimann*
James Mosimann, City Attorney

By: *Melanie Hepperty*
Melanie Hepperty, Mayor

EXHIBIT A

**LEGAL DESCRIPTION OF
COMMUNITY IMPROVEMENT DISTRICT**

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.

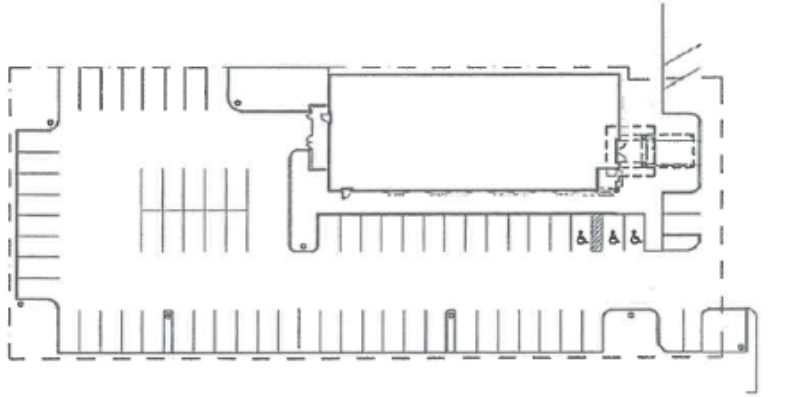
A-1

CORE/0502117.0052/235005857.1

EXHIBIT B

MAP OF COMMUNITY IMPROVEMENT DISTRICT

The following property located in City of Fairway, Johnson County, Kansas:



CORE/0502117.0052/235005857.1

B-1

EXHIBIT C

THE PROJECT

The proposed Project consists of the redevelopment, renovation, and improvement of the former restaurant building constructed on that certain privately owned real property generally located in the City at 2820 W. 53rd Street, Suite 123 (the "Project Site"), and the opening of a new upscale, full-service, sit-down restaurant and bar concept in and on the Project Site, and related improvements pertaining thereto.

EXHIBIT E
PROJECT BUDGET

The amount set forth in the column below labeled "CID Eligible" represents the Eligible Expenses available to Developer for reimbursement as set forth in Section 3.04 hereof

CONSTRUCTION BUDGET	COST	CID ELIGIBLE
SOFT COSTS	\$1,220.00	0
HARD COSTS	\$2,170,700.00	\$2,170,700.00
GENERAL CONDITIONS	\$225,000.00	\$225,000.00
SITE WORK	\$260,000.00	\$260,000.00
PATIOS	\$175,000.00	\$175,000.00
LANDSCAPING, ETC.	\$85,000.00	\$85,000.00
PARKING (LANDLORD)	0	0
MASONRY	\$75,890.00	\$75,890.00
METALS	\$92,500.00	\$92,500.00
ROUGH AND FINISH CARPENTRY	\$245,000.00	\$245,000.00
FRAMERS AND SHEETROCK	\$115,000.00	\$115,000.00
MILLWORK	\$130,000.00	\$130,000.00
THERMAL PROTECTION	\$45,000.00	\$45,000.00
VESTIBULE, DOORS AND WINDOWS	\$125,000.00	\$125,000.00
FINISHES	\$298,000.00	\$298,000.00
SPECIALTIES	\$1,026,000.00	\$1,026,000.00
RESTAURANT EQUIPMENT	\$601,000.00	\$601,000.00
FURNITURE	\$325,000.00	\$325,000.00
AUDIO/VISUAL	\$100,000.00	\$100,000.00
MECHANICAL	\$90,000.00	\$90,000.00
ELECTRICAL	\$195,000.00	\$195,000.00
PLUMBING	\$401,500.00	\$401,500.00
CONTINGENCY:	\$151,000.00	\$151,000.00 ¹
FINANCE CHARGES	\$85,000.00	85,000.00 ²
TOTAL COST	\$3,316,110.00	\$3,314,890.00

¹ In order for a Contingency expense to be eligible for reimbursement as an "Eligible Expense", the Contingency expense must otherwise fit into one of the other Eligible Expense categories that does not have a zero in the line item listed in Exhibit E.

² Notwithstanding the number set forth herein, pursuant to K.S.A. 12-6a27(f), the actual amount reimbursed for finance charges under this Agreement shall not be greater than the actual amount of interest accrued on borrowed money during the period of construction of the CID improvements.

EXHIBIT F
PERFORMANCE MILESTONES

Commencement of Construction of Project:	August 1, 2026
Completion and opening of Project:	April 1, 2027

EXHIBIT G
FORM OF CERTIFICATE OF EXPENDITURE

CERTIFICATION OF EXPENDITURES
CID IMPROVEMENTS

Date: _____

Certification # _____

Governing Body of the
City of Fairway, Kansas

In accordance with the Development Agreement dated _____, 2026 (the "Agreement"), between the City of Fairway, Kansas (the "City"), and The Fairway KC, LLC (the "Developer"), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer for the cost of financing the CID Improvements, as follows:

1. To the best of my knowledge, all amounts are expenses for CID Improvements that are reimbursable to the Developer pursuant to the Agreement, the Act and other Applicable Laws and Requirements.

2. All amounts have been advanced by the Developer for Eligible Expenses in accordance with the Agreement and represent the fair value of work, materials or expenses.

3. No part of such amounts has been the basis for any previous request for reimbursement under the Agreement.

The Developer further certifies that all insurance policies which are required to be in force under the Agreement are in full force and effect and that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certificate is \$ _____ which amount is itemized on Attachment A attached hereto and which Attachment A includes _____ page(s), is incorporated herein by reference and has been signed by the authorized representative of the Developer who signed this Certificate.

Approved:

By:

Its

City's Representative

EXHIBIT H **AMERICAN FIRE MENU**

Pricing

- Entrees = \$20-\$45
 - Majority of entrees in the \$20-\$35 range
 - Specialty items like specialty steak cuts may range higher
- Appetizers = \$12-\$25
- Sandwiches/Burgers = \$16-\$30

Sample/Example Menu

Quality chef-inspired food, including selections of appetizers, raw bar, flatbreads, burgers, sandwiches, entrees, steaks, side dishes, ‘snacks for happy hour’, etc.

Thematically, elevated yet casual full service dining for lunch, happy hour, dinner and weekend brunch dayparts.

Menu sections will feature popular signature items and items that will change seasonally based upon fresh ingredients. The following items may or may not be in the menu and is prepared to give general guidance for an understanding of the menu we intend to build for American Fire including scratch preparation, attention to ingredients and methods, etc.

We do this out of passion and for the enjoyment of our guests.

Appetizers / Raw Bar

- Heirloom tomato goat cheese tart, Housemaid, puff pastry, tomato water and house made green walnut vinegar reduction, fresh basil
- Woodfired, prawns, red harissa, sweet corn succotash Soubise, preserved, lemon, wild garlic oil
- Mechui of amberjack, stewed heirloom, tomatoes, and okra, Carolina gold rice, Vidalia onion chermoula, Wild cress, House made hot pepper vinegar
- Local smoked chicken Basteeya, Missouri walnuts, saffron, local hot honey, crispy pastry, sweet and spicy dust
- Tartare of Wagyu beef, wood grilled chanterelle mushrooms, warm wild leek and marrow vinaigrette, Oak cream pearls, American wood sorrel, mustard flowers
- Crispy fried chicken, Virginia, country, ham, dumplings, and wild mushrooms, bread and butter, pickled summer squash, celery in benne seed oil

- House made labneh, Hummus of local creamer peas, Crispy green tomatoes, olive brined, heirloom, cherry tomatoes, Wood, grilled sweet, corn, hoecakes, Charred Vidalia onion oil, Pickled green beans
- Cornmeal, fried oysters, spicy, South Carolina, Remoulade, Southern, cucumbers and onions,
- Snails with Roquefort cheese, Brandy, garlic, confit tomatoes, and fresh parsley, with grilled sourdough
- Smoked ricotta, gnocchi, heirloom, tomato, Pomodoro, crispy garlic, Saba , Basil, blossoms, cucumber, capers
- Wild mushroom tortellini, green garlic, beurre fondue, Smoked eggplant, bacon, fresh, thyme, leaves, garden, Sorrel, Wild leek oil
- Selection of fresh oysters on the half shell and also to be offered charbroiled in numerous styles. Features of other fresh seasonal seafood selections to occur.

Wood Grilled Flatbreads (Appetizer Section)

- Margherita, heirloom tomatoes, buratta, basil, saba, smoked garlic
- Wild mushrooms, raclette, pickled mustard seeds, bechamel, watercress
- Espana, piquillo peppers, jamon, Manchego, sauce sofrito
- Curated cheese and charcuterie board

Greens

- Beet and endive salad, goat's cheese and strawberry bavarois, walnut granola soil, black pepper and balsamic reduction, chive emulsion
- Hedge salad, heirloom tomatoes, bacon, blue cheese dressing, chiffonade of crispy lettuces, crispy fried pickled onions
- Wood fired peach salad, buratta cheese, sauternes vinegar reduction, raddichio, basils, walnut oil, house made smoked guanciale
- Park salad, chopped local salad, tomatoes, egg mimosa, smoked eggplant bacon, green dirt cheddar, buttermilk dill dressing (place holder for a better composed chopped salad idea)
- Emperor salad, bottarga infused green goddess dressing, crispy lettuces, cucumbewood grilled croutons, crispy boquerones, garrotxa cheese

Fresh made Breads

- Baked to order biscuits with whipped local honey and fruit butter
- Crusty house made sourdough, green oil, house made green walnut vinegar reduction

Burger / Sandwich Examples

- Woodfired, green chili cheeseburger, smoked bacon, farmers cheese, caramelized, onions, cumin, oregano, aioli, House baked brioche buns
- Grilled, eggplant and goats cheese, terrine, aged, balsamic, olive oil, Provencal tomato compote
- Warm, chicken salad, Bocadillos, ajo blanco allioli, thinly sliced grapes, melted manchego cheese

Comfort Entree Examples

- Bubbling pot of South Carolina barbecue cassoulet, smoked pork butt, ribs, saucisson l'ail, and smoked chops, south Carolina style mustard bbq creamer peas, cornbread crumbs, light "poke salad" of peppery greens
- Tagine of braised lamb shank, local courgettes and root vegetables, olives, cultured brown butter roasted pecans with honeyed fig, couscous with legumes, grilled bread
- Meatloaf with a sorghum glaze, whipped potatoes, braised greens,

The Mains: Entree Examples

- Braised Chicken, Coq au vin, ballotine Of chicken breast with wild mushrooms and foie gras, braised, leg and thigh with red wine, mushrooms, bacon, onions, and carrots.
- Waterzooi, Seafood, stew of halibut, scallops, shrimp and mussels, pernod scented creamed broth, Leeks, wild mushrooms, fresh dill, and fresh basil
- Wood fired paella of Shrimp and Spanish chorizo, Heirloom, tomato and piquillo peppers Sofrito, crispy bomba rice, saffron, olive oil, smoked pimenton
- Grilled Scottish Salmon, Sardinian pearl pasta, Calabrian chilies, confit tomatoes, olive oil, fresh basil, capers, Garlic and roasted shallots, white wine
- Scallops, wood fired sweet corn risotto, peach, vanilla, lemon verbena and peach leaf butter, grated marcona almonds
- Halibut, heirloom tomato vin blanc, tomato wisps, basil chimichurri, edible herb flowers "bouquet" presented tableside

- Sorghum brined wood grilled pork chop, creamy vidalia onion grits, charred green onion salsa “criolla”
- Fresh Pasta, Pancetta carbonara, pappardelle pasta, Parmesan, fresh herbs, light cream and confit tomatoes
- Short Ribs Bourguignon, braised short ribs, bacon, wild mushrooms, carrots, garlic, red wine, herbs de Provence, Root vegetable Polenta

From the Ranches

- Wood grilled filet of beef
- Wood grilled ribeye
- Wood grilled KC strip

Wagyu Features (Seasonal)

- Hot wood cooked Japanese A5 tenderloin by the ounce
- Wood grilled Australian wagyu ribeye
- Wood grilled Australian wagyu filet
- Wood grilled Australian wagyu culotte

Sauces:

- Wild mushroom bordelaise
- Sauce au poivre
- Wild garlic and herbs butter
- Asada butter with hatch green chilies
- Horseradish allioli
- Fines herbs bearnaise

A la carte Sides

- Braised, collard greens, house, smoked pork guanciale, House made hot pepper vinegar, cornbread streusel
- Gratin, Dauphinois, Green dirt, farm shoes, caramelized, onions

- Pommes frites, wood fired aioli, sour salt
- Woodfired vegetables
- Creamed corn
- Root vegetables gratin

(snacks for the bar and patio: examples):

- Raclette fondue, Thin, sliced country, ham, crusty sourdough, honey, mustard, seeds
- Smoked whitefish dip, horseradish, dill, grilled crusty bread
- Trio of Mac Daddy Croquettes, crispy fried mac and cheese croquettes with smoked bacon, hot pepper vinaigrette

EXHIBIT I
RESOLUTION NO. 2025-K

RESOLUTION NO. 2025-K

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT RELATING TO THE CONSTRUCTION AND FINANCING OF CERTAIN IMPROVEMENTS IN A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF FAIRWAY, KANSAS TO BE KNOWN AS THE 53RD STREET COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, the City of Fairway, Kansas (the “City”), is a municipality within the meaning of the Act; and

WHEREAS, the Act further authorizes the City, in order to pay community improvement district project costs, to levy special assessments in the community improvement district to be paid in installments, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act (K.S.A. 79-3601 *et seq.*), as amended, within a community improvement district in any increment of .10% or .25% not to exceed 2.0%, and to issue special obligation notes or bonds payable from such community improvement district sales tax and/or provide pay-as-you go financing; and

WHEREAS, on or about November 6, 2025, a petition (the “Petition”) was filed with the City Clerk of the City requesting (a) the creation of a community improvement district generally located at 2820 W. 53rd Street, Suite 123 within the City (the “53rd Street CID”); (b) the making of improvements related thereto; (c) the community improvement district project costs to be incurred within the 53rd Street CID be financed with pay-as-you go financing and payable from revenues received from the imposition of the CID Sales Tax (as defined herein); and (d) the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act, as amended, within the 53rd Street CID in the amount of two percent (2.0%) (the “CID Sales Tax”), all in accordance with the Act; and

WHEREAS, said Petition was signed by (a) the owners of record, whether resident or not, of more than 55% of the land area within the proposed 53rd Street CID and the owners of record collectively owning more than 55% by assessed value of the land area within the proposed 53rd Street CID, and (b) The Fairway KC, LLC, a Kansas limited liability company (“Developer”) as the developer of the Project (as defined below); and

WHEREAS, pursuant to Resolution No. 2025-J of the City, adopted on November 10, 2025, the City directed a public hearing on the proposed 53rd Street CID be held and declared its intent to levy the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, on December 8, 2025, following proper notice as provided in the Act, the Governing Body of the City conducted a public hearing on the proposed 53rd Street CID, the proposed community improvement district project, and the imposition of the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, the Governing Body of the City has determined it to be advisable to create the 53rd Street CID and set forth the boundaries thereof, authorize a community improvement district project relating thereto (the "Project"), approve the estimated costs of the Project, and approve the method of financing the same, all in accordance with the provisions of the Act.

WHEREAS, the Governing Body of the City finds it is necessary and desirable that the City enter into a development agreement with the Developer (the "Development Agreement") for the purpose of setting forth the parties' understandings related to the construction, financing and operation of the Project.

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

Section 1. Authorization of Development Agreement. The City is hereby authorized to enter into the Development Agreement by and between the Developer and the City in substantially the form presented to and reviewed by the Governing Body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be approved by legal counsel to the City, the City Administrator, and other officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof and the same are hereby approved in all respects.

Section 2. Execution of the Development Agreement. The Mayor, City Administrator, and City Clerk are hereby authorized to execute, seal, attest and deliver the Development Agreement and a memorandum of the Development Agreement and such other documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of and as the act and deed of the City.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

[Remainder of page left blank; signature page follows.]

ADOPTED on December 8, 2025



[SEAL]

By: Abbie Aldridge
Abbie Aldridge, City Clerk

By: Melanie Hepperly
Melanie Hepperly, Mayor

EXHIBIT J
ORDINANCE NO. [_____]

Insert

ORDINANCE NO.1849

AN ORDINANCE AMENDING THE COMMENCEMENT DATE OF THE CID SALES TAX FOR THE 53RD STREET COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

WHEREAS, the City of Fairway, Kansas (the “City”), is a municipality within the meaning of the Act; and

WHEREAS, the Act further authorizes the City, in order to pay community improvement district project costs, to levy special assessments in the community improvement district to be paid in installments, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act (K.S.A. 79-3601 *et seq.*), as amended, within a community improvement district in any increment of .10% or .25% not to exceed 2.0%, and to issue special obligation notes or bonds payable from such community improvement district sales tax and/or provide pay-as-you go financing; and

WHEREAS, on or about November 6, 2025, a petition (the “Petition”) was filed with the City Clerk of the City requesting (a) the creation of a community improvement district generally located at 2820 W. 53rd Street, Suite 123 within the City (the “53rd Street CID”), as described on Exhibit A attached hereto; (b) the making of improvements related thereto; (c) the community improvement district project costs to be incurred within the 53rd Street CID be financed with pay-as-you go financing and payable from revenues received from the imposition of the CID Sales Tax (as defined herein); and (d) the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas Retailers’ Sales Tax Act, as amended, within the 53rd Street CID in the amount of two percent (2.0%) (the “CID Sales Tax”), all in accordance with the Act; and

WHEREAS, said Petition was signed by (a) the owners of record, whether resident or not, of more than 55% of the land area within the proposed 53rd Street CID and the owners of record collectively owning more than 55% by assessed value of the land area within the proposed 53rd Street CID, and (b) The Fairway KC, LLC, a Kansas limited liability company (“Developer”) as the developer of the community improvement district project related to the 53rd Street CID (the “Project”); and

WHEREAS, pursuant to Resolution No. 2025-J of the City, adopted on November 10, 2025, the City directed a public hearing on the proposed 53rd Street CID be held and declared its intent to levy the CID Sales Tax in the proposed 53rd Street CID; and

WHEREAS, the City provided proper notices for calling a public hearing on the creation of the 53rd Street CID, and the Governing Body of the City, after holding such public hearing, approved the creation of the 53rd Street CID on December 8, 2025 through the passage of Ordinance No. 1840; and

WHEREAS, Section 4 of Ordinance No. 1840 sets forth that the CID Sales Tax shall commence on June 1, 2026, or the earliest date thereafter on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax;

WHEREAS, following the passage of Ordinance No. 1840, Developer requested modifications be made to the performance milestones of the Project; and

WHEREAS, on or about May 11, 2026, the Governing Body of the City found it is necessary and desirable that the City enter into a development agreement with the Developer (the “Development Agreement”) related to the construction, financing and operation of the Project, and such Development Agreement contains the revised performance milestones for the Project; and

WHEREAS, in order to align the CID Sales Tax commencement date with the Project’s amended performance milestones, the Governing Body of the City hereby finds and determines it to be advisable to amend the commencement date of the CID Sales Tax from June 1, 2026 to April 1, 2027, or the earliest date thereafter on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax.

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

Section 1. Commencement of CID Sales Tax. The CID Sales Tax commencement date set forth in Section 4 of Ordinance 1840 is hereby amended from June 1, 2026 to April 1, 2027, or the earliest date thereafter on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax.

Section 2. Authorization to Execute of Documents. The Mayor, City Clerk and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge and deliver for and on behalf of and as the act and deed of the City, any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Effective Date. This Ordinance shall be in full force and take effect from and after its passage, approval and publication once in an official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall submit this Ordinance to the Register of Deeds, referred to in Johnson County as the Office of Records and Tax Administration, for recording.

PASSED by the Governing Body on May 11, 2026 and **APPROVED AND SIGNED** by the Mayor.

By: _____
Melanie Hepperly, Mayor

[SEAL]

ATTEST:

By: _____
Abbie Aldridge, City Clerk

Approved as to form:

By: _____
James Mosimann, City Attorney

EXHIBIT A

**LEGAL DESCRIPTION OF
53RD STREET COMMUNITY IMPROVEMENT DISTRICT**

All of the West 125 feet of Lot 13, Holmesland, a subdivision in the City of Fairway, Johnson County, Kansas, according to the recorded plat thereof, EXCEPT the South 5 feet thereof AND EXCEPT that part conveyed by Quit Claim Deed recorded as File No. 398451 in Deed Book 257 at Page 21 in the Office of the Register of Deeds of Johnson County, Kansas.



STAFF REPORT
City Council
May 11, 2026

TO: Mayor Melanie Hepperly
City Council Members

FROM: Basil Alani, Community Development Director
Abbie Aldridge, City Clerk

APPLICANT: Patrick Kohnle of AREA REAL ESTATE ADVISORS on behalf of PLATFORM INVESTMENTS LLC, Property Owner.

PROPERTY: 4250 Shawnee Mission PKWY - FAIRWAY MIXED-USE DISTRICT, Lot 2

ZONING: B-3P Planned Business/ Mixed- Use District

PROJECT: Site Plan Review – Yard Sign Size Deviation

BACKGROUND: The original sign deviation request was heard by the Planning Commission on September 30, 2024, and approved by the Governing Body on October 12, 2024, to install 1 new yard sign 4' X 8' (32 square feet) with a time limit of 1 year. The time limit expired and the applicant is now submitting a request to keep the yard sign until the property is sold.

APPLICABLE CODE PROVISIONS:

Sec. 15-552. Signs permitted in business districts.

In addition to the provisions of Section 15-551 related to signs in all districts, the following requirements and provisions shall apply to signs in business districts (B-1, B-2 and B-3P).

- (1) *Permits required. Except as otherwise provided for by this Section 15-552 or other applicable City ordinance, it shall be unlawful for any person or entity to construct, alter, replace, relocate, convert or change any sign in a business district without first obtaining approval and a sign permit, and paying any applicable permit fee; provided that the approval or permit is not required for ordinary maintenance and repair of a permitted sign. Applications for a sign in conjunction with the submission of a site plan shall include the plans for the sign within the site plan. Permits shall not be required for address signs, government signs, holiday displays, or window signs.*
- (2) *Sign approval and issuance of sign permit.*
 - a. *Application. Applications for a sign permit and sign approval shall be submitted to the Building Official/Codes Administrator, and shall include the following information:*
 1. *Name, address, and telephone number of the applicant, the owner of property (if different) and the contractor (if applicable);*
 2. *Requested location of the proposed sign;*

3. *Nine (9) sets of plans for the proposed sign drawn to scale indicating the sign location on the site, sign size, method of illumination, colors, materials, and method of attachment, but if a deviation from the sign regulations is requested, plans must also include the location and nature of all permanent signs located within one thousand feet (1,000') of the site where the proposed sign is to be located; and*
 4. *Any other information deemed necessary by the Building Official/Codes Administrator, the Planning Commission or the Governing Body.*
- b. *Sign review. The Planning Commission shall consider a completed application at its next regularly scheduled meeting. In reviewing a proposed sign, the Planning Commission shall consider whether the size, appearance and other characteristics of the sign are harmonious with the neighboring and surrounding areas and surrounding signs, and whether the sign meets the requirements of the sign regulations, other applicable City ordinances and the Comprehensive Plan. When appropriate to ensure traffic safety, the Planning Commission may request the applicant to provide a traffic study of the area in which the sign is to be located.*
 - c. *Sign approval. The Planning Commission is authorized to approve the issuance of a sign permit for flags and yard signs. Wall signs and monument signs require approval by the Governing Body. After reviewing the proposed sign, the Planning Commission may recommend to the Governing Body that the sign be approved, approved with stipulations, or rejected. The Governing Body shall review this recommendation and any reasons therefor, and may then: adopt the recommendation, override the recommendation by a two-thirds (2/3) majority vote of its membership, or return the recommendation to the Planning Commission with a statement specifying the basis for its failure to approve or disapprove. If the recommendation is returned, the Planning Commission, after reconsidering the same, may resubmit its original recommendation giving the reasons therefor, or submit a new or amended recommendation. Upon the receipt of this recommendation, the Governing Body may then: adopt the recommendation, override the recommendation by a simple majority, or take no further action. If the Planning Commission fails to deliver a recommendation to the Governing Body after its next regular meeting, the Governing Body shall consider that inaction as a resubmission of the original recommendation and proceed accordingly. If the Governing Body takes no further action, the sign may be considered rejected.*
 - d. *Issuance of sign permit. Upon approval of a sign, the Building Official/Codes Administrator shall issue a sign permit; provided that, all other applicable City ordinance requirements have been met, and any applicable permit fee has been paid.*
 - e. *Revocation of sign permit. Upon the recommendation of the Building Official/Codes Administrator, the Governing Body may revoke a sign permit upon failure of the permit holder to comply with any provision of the sign regulations or other applicable City ordinance.*
- (6) *Standards for yard signs. Two (2) yard signs may be installed on a site; provided that yard signs shall not exceed two square feet (2 sq. ft.) in sign area. Yard signs shall be securely fastened to the ground or to some other substantial supportive structure so that there is no danger that either the yard sign or the supportive structure may be moved by the wind and cause injury to persons or property. All yard signs shall be of sound structural quality, be maintained in good repair and have a neat and clean appearance. Land adjacent to yard signs shall be kept free from debris, weeds and trash. If yard signs are not being maintained as described, the Building Official/Codes Administrator may deem them to be a public hazard or nuisance and order the yard signs to be repaired or removed.*

Applicant requesting a deviation for the size of the sign 4' X 8' (32 square feet)

Sec. 15-554. Signs permitted in planned districts.

The overall project development plan for an approved planned district (R-2P and B-3P) may incorporate specific exceptions or additions to the sign regulations as authorized by the Planning Commission and approved by the Governing Body.

Yard signs are permitted in B-3P district.

Sec. 15-557. Deviations.

Upon the Planning Commission's recommendation, the Governing Body may grant a deviation to the sign regulations with regard to the size, color, location, illumination of, and number of signs, based upon unique architectural treatments, special project conditions, or specific hardship. The Planning Commission's consideration of a proposed deviation shall review whether the proposed deviation:

- (1) Complies with the general purpose and intent of the sign regulations and other applicable City ordinances;*
- (2) Will adversely affect neighboring property owners, and whether the proposed deviation is consistent or compatible with the area as a whole. It should be considered whether any lighting will disturb residents on nearby residential properties;*
- (3) Will adversely affect public safety, or distract traffic on adjacent streets;*
- (4) In addition to all existing or potential future signs in the nearby and surrounding area, significantly clutters or negatively impacts or blights the visual landscape;*
- (5) Is intended to account for topography, landscaping, existing buildings or unusual building designs that would otherwise substantially block or impair the visibility of the applicant's existing or proposed signs and appropriate to provide reasonable visibility of a business entity's main sign; and*
- (6) Is of high quality and is compatible and integrates aesthetically with the daytime/nighttime color, lighting, and architecture of the area as a whole.*

The sign exceeds the size requirement of 2 sq. ft. Applicant is requesting a 32 sq. ft. sign deviation.

STAFF RECOMMENDATION:

The Planning Commission recommends approval of the application per staff recommendation below:

1. Yard sign is allowed with a time limit of 1 year.
2. Building permit must be obtained and fees paid, as required by City Code.
3. Approval is void if a building permit fee is not paid within 30 days of Governing Body approval



0.67 ACRES
PAD SITE
AVAILABLE



FOR SALE
PATRICK KOHNLE | TIFFANY RUZICKA
816 895 4800
OPENAREA.COM

0.67 ACRES
PAD SITE
AVAILABLE



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STAFF REPORT
City Council
May 11, 2026

TO: Mayor Melanie Hepperly
City Council Members

FROM: Basil Alani, Community Development Director
Abbie Aldridge, City Clerk

APPLICANT: Michael Seserko of GSI, LLC on behalf of tenant occupant PVOLVE, and William Douglas and Vivienne Douglas Family Trust, Property Owner.

PROPERTY: **4150 Shawnee Mission Parkway** – FAIRWAY MIXED-USE DISTRICT, Lot 3. Tenant address 4150 SMP

ZONING: B-3P Planned Business/Mixed Use District

PROJECT: Site Plan Review - requesting deviation to the wall sign size and number of signs.

BACKGROUND: The original sign deviation, one 39.87 square feet Illuminated wall sign and temporary window signs, request was heard by Planning Commission on November 24, 2025, and approved by the Governing Body approved on December 8, 2025. When the applicant submitted the building permit the plans included two wall signs and was granted the building permit by mistake by staff. After installation of the signs, staff realized the north wall sign was not included in the Governing Body approval. The applicant was notified of the issue and is submitting a request to keep the second wall sign on the north side of the building. The temporary window signs have been removed.

APPLICABLE CODE PROVISIONS:

Sec. 15-552. Signs permitted in business districts.

In addition to the provisions of Section 15-551 related to signs in all districts, the following requirements and provisions shall apply to signs in business districts (B-1, B-2 and B-3P).

- (1) *Permits required. Except as otherwise provided for by this Section 15-552 or other applicable City ordinance, it shall be unlawful for any person or entity to construct, alter, replace, relocate, convert or change any sign in a business district without first obtaining approval and a sign permit, and paying any applicable permit fee; provided that the approval or permit is not required for ordinary maintenance and repair of a permitted sign. Applications for a sign in conjunction with the submission of a site plan shall include the plans for the sign within the site plan. Permits shall not be required for address signs, government signs, holiday displays, or window signs.*
- (2) *Sign approval and issuance of sign permit.*
 - a. *Application. Applications for a sign permit and sign approval shall be submitted to the Building Official/Codes Administrator, and shall include the following information:*

1. *Name, address, and telephone number of the applicant, the owner of property (if different) and the contractor (if applicable);*
 2. *Requested location of the proposed sign;*
 3. *Nine (9) sets of plans for the proposed sign drawn to scale indicating the sign location on the site, sign size, method of illumination, colors, materials, and method of attachment, but if a deviation from the sign regulations is requested, plans must also include the location and nature of all permanent signs located within one thousand feet (1,000') of the site where the proposed sign is to be located; and*
 4. *Any other information deemed necessary by the Building Official/Codes Administrator, the Planning Commission or the Governing Body.*
- b. *Sign review. The Planning Commission shall consider a completed application at its next regularly scheduled meeting. In reviewing a proposed sign, the Planning Commission shall consider whether the size, appearance and other characteristics of the sign are harmonious with the neighboring and surrounding areas and surrounding signs, and whether the sign meets the requirements of the sign regulations, other applicable City ordinances and the Comprehensive Plan. When appropriate to ensure traffic safety, the Planning Commission may request the applicant to provide a traffic study of the area in which the sign is to be located.*
- (4) *Standards for wall signs. Each building may be permitted two (2) permanent wall signs; provided, however, that the Planning Commission may recommend that the Governing Body approve a deviation for additional wall signs for multiple tenants when the circumstances regarding the use and design of the building support that deviation. No wall sign shall exceed thirty square feet (30 sq. ft.) in sign area and five feet (5') in height, and the wall sign shall be attached firmly to the building parallel with and adjacent to the wall to which it is attached. All wall signs shall be constructed of materials and designed in a way as to be compatible with the buildings located on the same property. Wall signs shall not contain elements that extend above the top of the wall on which the wall sign is located.*
- (7) *Lighting. Signs may be approved and permitted to provide for internal lighting or back-lighting. If a sign is externally or ground lighted, the light source shall be completely concealed and not visible to pedestrians, vehicles and persons located on adjacent property. All illuminated signs shall abide by any lighting standards set forth in the sign regulations or other applicable city ordinances.*

Applicant is requesting approval for the second installed permanent wall sign of 39.87 square feet size.

Sec. 15-527. - Lighting performance standards.

Any lighting used to illuminate off-street parking areas, signs, buildings or other structures in business districts shall be arranged as to deflect light away from any adjoining residentially zoned property or from public streets. Direct or sky-reflected glare, from floodlights or commercial operations, shall not be directed into any adjoining property. The source of lights shall be hooded or controlled. Bare incandescent light bulbs shall not be permitted in view of adjacent property or public right-of-way. Any light or combination of lights that cast light on a public street shall not exceed one (1) footcandle (meter reading) as measured from the centerline of the street. Any light or combination of lights that cast light on adjacent residentially zoned property shall not exceed one-quarter (0.25) footcandle (meter reading) as measured from said property line.

Sec. 15-557. Deviations.

Upon the Planning Commission's recommendation, the Governing Body may grant a deviation to the sign regulations with regard to the size, color, location, illumination of, and number of signs, based upon unique

architectural treatments, special project conditions, or specific hardship. The Planning Commission's consideration of a proposed deviation shall review whether the proposed deviation:

- (1) Complies with the general purpose and intent of the sign regulations and other applicable City ordinances;*
- (2) Will adversely affect neighboring property owners, and whether the proposed deviation is consistent or compatible with the area as a whole. It should be considered whether any lighting will disturb residents on nearby residential properties;*
- (3) Will adversely affect public safety, or distract traffic on adjacent streets;*
- (4) In addition to all existing or potential future signs in the nearby and surrounding area, significantly clutters or negatively impacts or blights the visual landscape;*
- (5) Is intended to account for topography, landscaping, existing buildings or unusual building designs that would otherwise substantially block or impair the visibility of the applicant's existing or proposed signs and appropriate to provide reasonable visibility of a business entity's main sign; and*
- (6) Is of high quality and is compatible and integrates aesthetically with the daytime/nighttime color, lighting, and architecture of the area as a whole.*

Applicant is requesting deviation approval for the size of the wall sign, total size for the two signs is 79.4 square feet

STAFF RECOMMENDATION:

The Planning Commission recommends approval of the application.

S1

Face-Lit Channel letter with day night vinyl

Install Flush Mounted Channel Letter set

White acrylic faces day/night film- *Appears black during the day and white at night*
w/Black Returns and trim cap.

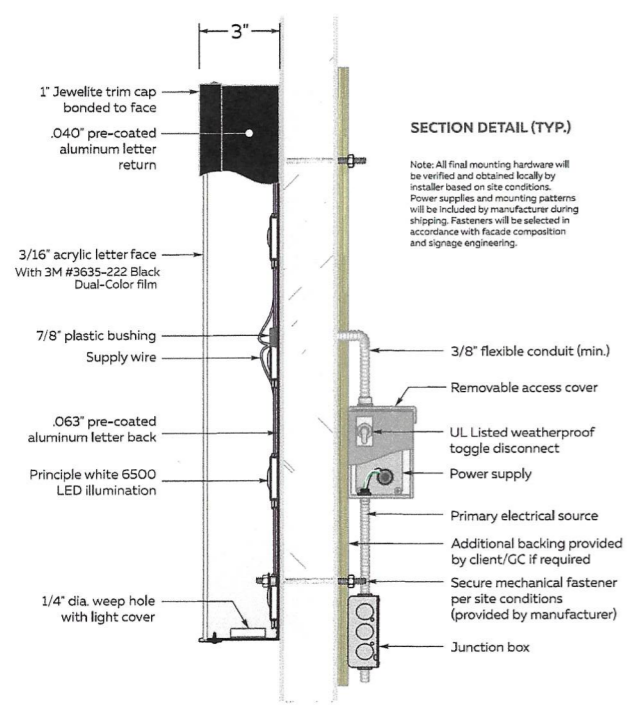
White LED's and remote wiring



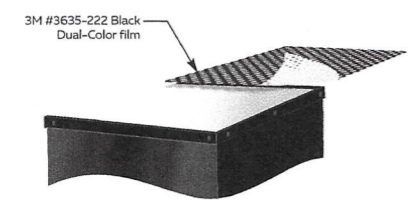
After



Before



- COLOR/MATERIAL SPECIFICATIONS**
- FACE: #24Q6 Optix LD acrylic
 - RETURN: .040" pre-coated satin black aluminum coil; reflective white interior surface
 - TRIM CAP: 1" Black Jewelrite, satin finish
 - FILM: 3M #3635-222 Dual-Color Black film
 - BACK: .063" Pre-coated white aluminum
 - LED: White modules; 6500k LED temp



Daytime View

sf 39.87

PVOLVE

Revisions:		
X		X
X		X
X		X
X		X

Approval: _____
Date: _____

Date: 08.07.25
Designer: JC PM: MS

City/State: _____
Address: _____



S4

Pre-opening Graphics

Temp vinyl installed first surface

Note: Art to be provided. Images below are for reference only.



PVOLVE

Revisions:	
X	X
X	X
X	X
X	X
X	X

Approval: _____
Date: _____

Date: 08.07.25
Designer: JC PM: MS

City/State: _____
Address: _____