

CITY COUNCIL MEETING

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

Monday, March 10, 2025
6:30 p.m.

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

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

 - A. Approve minutes of previous regular City Council meeting
 - B. Approve Claims and Appropriations – Ordinance #1822 – February 2025
 - C. Approve Mayoral Appointment of Andrew Sheppard as City Treasurer
 - D. Approve Annual Engagement Letter with Marr & Co. for the 2024 Financial Audit
 - E. Approve Agreement with Melissa Garrett for program offerings at Shawnee Indian Mission

7. New Business

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

A. Consider Resolution 2025-D – A Resolution approving CARS 5-Year Plan 2026-2030

8. Governing Body Comment

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

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

10. Executive Session: Attorney/Client Consultation

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.*

ADMINISTRATION REPORT FOR FEBRUARY 2025

ADMINISTRATION/FINANCE COMMITTEE MEETING

The Administration & Finance Committee met on February 26, 2025 at 6:30 p.m. and discussed the following topics:

Funding Agreement for 2820 W. 53rd Street. Nogelmeier reported that the potential tenant has had some unforeseen delays and has not executed the funding agreement approved by the City Council at the January meeting.

Police Station Space Needs Assessment. Nogelmeier provided an update regarding a meeting that was held between City Officials and a potential property owner for the consideration of selling property located in the City of Fairway to the City for a future home of the Fairway Police Department. The conversations are in the beginning phase and will continue in April.

2026 CARS Project Consideration. The Committee discussed potential changes to the 2026 CARS Program. Following conversation, the Committee determined they did not have sufficient information to consider changing scheduled projects for 2026. Given the time constraints to get information to Johnson County, any updates to the CARS program as it relates to Fairway will not occur until 2027.

CONTRACTS SIGNED BY CITY ADMINISTRATOR

None.

KORA REQUESTS

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

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

BOARD OF ZONING APPEALS AND PLANNING COMMISSION MEETINGS

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

Planning Commission (PC) met on February 24, 2025, to review one application and discuss Fairway Municipal Code Sec 15-297 Site design standards (2) Greenspace requirement. PC confirmed the Neale Peterson Park Master Plan conforms to the Comprehensive Plan. After discussion, PC does not recommend changes to the greenspace requirement.

OCCUPATIONAL LICENSES

To date, 39 occupational licenses have been issued.

DOG LICENSES

Licensing History

2025 – 253 tags issued to date. Residents notified via Focus on Fairway (Jan edition)

2024 – 219 tags issued.

2023 - 272 tags issued.

2022 – 196 tags issued.

RENTAL AND NON-OWNER-OCCUPIED DWELLING REGISTRATIONS

To date, 224 applications received, 202 licenses issued, 22 properties pending inspection.

Assistant City Clerk Vickie Tillery is continuing to identify properties that are possible rentals and mailing requests for declaration to the property owners.

BUILDING DEPARTMENT REPORT

The February report is attached. There were no single-family home permits issued. The monthly construction value of permits pulled was \$121,175.75 with a YTD total construction value of \$1,889,680.69. Permit fees collected for the month were \$3,095.00 and YTD \$22,464.00.

Due to weather conditions and staffing prioritization, there was no Codes activity in February.

UPCOMING MEETINGS:

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

CITY COUNCIL

Monday, March 10, 2025

6:30 p.m.

FINANCE AND ADMINISTRATION COMMITTEE

Monday, March 24, 2025

6:30 p.m.

FINANCE AND ADMINISTRATION COMMITTEE

Wednesday, March 26, 2025

6:30 p.m.

BOARD OF ZONING APPEALS – CANCELLED NO APPLICATIONS

Monday, March 31, 2025

5:30 p.m.

PLANNING COMMISSION

Monday, March 31, 2025

6:00 p.m.

Building Monthly Report

Month: 2
Year: 2025

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	0.00	0.00	0.00
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	0.00	0.00	0.00	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	1.00
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	0.00
Building Permit	Commercial	Sign	0.00	0.00	0.00	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	0.00	5.00	5.00	3.00
Building Permit	Residential	Deck	0.00	0.00	0.00	0.00
Building Permit	Residential	Demolition	1.00	1.00	2.00	1.00
Building Permit	Residential	Driveway	0.00	1.00	1.00	3.00
Building Permit	Residential	Electrical	1.00	2.00	3.00	3.00
Building Permit	Residential	Fence	1.00	5.00	6.00	8.00
Building Permit	Residential	Flatwork	0.00	0.00	0.00	0.00
Building Permit	Residential	Footing/Foundation	0.00	0.00	0.00	0.00
Building Permit	Residential	Foundation Shoring	0.00	0.00	0.00	1.00
Building Permit	Residential	Generator	1.00	1.00	2.00	2.00
Building Permit	Residential	HVAC/Mechanical	2.00	0.00	2.00	4.00
Building Permit	Residential	New SFR	0.00	2.00	2.00	1.00
Building Permit	Residential	Other	1.00	1.00	2.00	0.00
Building Permit	Residential	Patio	0.00	0.00	0.00	1.00
Building Permit	Residential	Permit Renewal	0.00	0.00	0.00	0.00
Building Permit	Residential	Plumbing	0.00	1.00	1.00	2.00
Building Permit	Residential	Pool/Spa	1.00	1.00	2.00	0.00
Building Permit	Residential	Right-of-Way	0.00	0.00	0.00	0.00
Building Permit	Residential	Roof	4.00	1.00	5.00	1.00

Building Permit	Residential	Siding	0.00	0.00	0.00	0.00
Building Permit	Residential	Sign	0.00	0.00	0.00	0.00
Building Permit	Residential	Solar	0.00	0.00	0.00	0.00
Building Permit	Residential	Storage Shed	0.00	0.00	0.00	0.00
Grand Total Issued:			12.00	21.00	33.00	31.00
Scheduled Inspections			37.00	42.00	79.00	87.00
Building Code Complaints			4.00	2.00	6.00	61.00
Plans Reviewed			2.00	20.00	22.00	261.00
Construction Valuation			121,715.75	1,889,680.69	2,011,396.44	1,624,506.32
Fees Collected			3,095.00	22,464.00	25,559.00	21,009.50

**FINANCE REPORT
FOR FEBRUARY 2025**

FEBRUARY 2025 CASH AND CERTIFICATES OF DEPOSIT

The final General Fund Cash balance for February was **\$1,564,146.66.**

The final General Fund Money Market account balance was **\$52,080.90.**

The final balance for the General Fund Reserve CDs for February 2025 was **\$428,643.30**
Part of the Reserve CD's are now reflected in the Equipment Reserve Fund.

The final balance of the General Fund Reserve for February 2025 was **\$360,073.91.**

The Administration and Finance Committee met on February 26, 2025.

Cash flow summary and sales tax summaries. The sales tax distribution for February was \$265,286.99 which is well above the budgeted average of \$204,583.33.

The next Administration & Finance Committee meeting is scheduled for Wednesday, March 26, 2025 at 6:30 p.m.

ATTACHMENTS

- February Financials

MONTHLY FINANCIAL STATEMENTS

CITY OF FAIRWAY

FEBRUARY 2025

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
February 28 & 29

		2025	2024
Assets			
Cash			
Cash in General Checking - Pooled			
1010.000	General Fund	\$ 1,564,146.66	\$ 2,056,582.56
1010.000	General Fund Reserves*	(68,569.39)	(68,569.39)
1010.000	Special Highway Fund	73,727.60	85,528.96
1010.000	Storm Water Utility Fund	482,884.10	395,393.31
1010.000	Debt Service Fund	153,008.37	172,209.83
1010.000	2014 Sales Tax Fund	340,823.11	343,422.51
1010.000	Equipment Reserve Fund	910,000.00	870,000.00
1010.000	Shawnee Indian Mission Fund	(18,698.30)	6,032.58
1010.000	Special Parks & Recreation Fund	4,205.51	9,215.74
1010.000	Fairway Tree Fund	8,949.00	43,610.00
1010.000	Federal Grant Fund	-	-
1010.000	55th Street CID	(3,765.82)	5,759.28
1010.000	Drug Tax Fund	1.00	1.00
1010.000	Capital Improvements Fund	2,081,833.21	1,631,502.90
1010.000	Unrestricted ARPA Funds	582,998.96	604,364.35
	Total Cash in General Checking - Pooled	6,111,544.01	6,155,053.63
Cash in Other Accounts			
1131.000	General Fund Money Market Account	52,080.90	51,395.30
1132.000	CD - GF Reserves (FNB 0826)	54,639.53	54,561.81
1133.000	CD - GF Reserves (FNB 0031)	144,948.11	144,800.82
1134.000	CD - GF Reserves (FNB 0827)	109,357.83	109,202.29
1135.000	CD - GF Reserves (FNB 0828)	119,697.83	118,627.47
1112.000	Court Bond Cash	10,794.80	12,261.80
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	496,478.41	495,808.90
	Total Cash	6,608,022.42	6,650,862.53
Other Current Assets			
1121.000	Taxes Receivable	3,197,834.27	3,197,834.27
1122.000	Drain Removal Reimbursement	685.68	685.68
1127.000	Prepaid Expenses	60,065.26	60,065.26
1125,1126,1129	Accounts Receivable	25,558.25	25,558.25
	Total Other Current Assets	3,284,143.46	3,284,143.46
	Total Assets	\$ 9,892,165.88	\$ 9,935,005.99

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

City of Fairway
Statement of Fund Balance
February 28 & 29

		2025	2024
Liabilities & Fund Balance			
Current Liabilities			
2005.000	Accounts Payable	\$ 89,869.26	\$ 273,194.64
2030.000	Accounts Payable Payroll	42,240.76	42,240.76
2040.000	Insurance Settlement	4,806.16	4,806.16
2045.000	Federal Grant Unearned Revenue	-	-
2110.2111	Court Bond Liability	9,808.05	11,275.05
2115.000	Police Property & Evidence	5,269.41	5,269.41
2116.000	State Court Costs	9,943.39	10,605.89
2117.000	State Judge's Training Fee	(212.50)	(192.50)
2118.000	State DL Reinstatement	576.62	496.12
2119.000	State Community Correction Fund	(425.00)	(425.00)
2120.000	Seatbelt Safety Fund	100.00	100.00
2125.000	Collection Fees Payable	124.47	124.47
2130.000	Federal Withholding Payable	-	-
2140.000	Kansas Withholding Payable	4,261.00	3,399.08
2180.000	Retirement - Employee	1,608.98	1,525.70
2190.000	Group Life	118.27	127.53
2200.000	Dental Withholding	(382.91)	(291.11)
2210.000	Health Insurance	(2,864.17)	(586.42)
2211.000	HSA	(1,335.39)	(1,335.39)
2212.000	Short Term Disability	(2,812.54)	(2,501.05)
2213.000	FSA 125 Plan	(1,770.28)	(3,216.12)
2214.000	Supplemental Insurance	4,806.34	4,108.80
2215.000	Vision Insurance	248.27	297.17
2216.000	CID Legal	(12,819.42)	(9,447.82)
2217.000	4210/4220 Development	17,514.70	18,391.50
2220.000	Garnishments	-	-
	Total Current Liabilities	168,673.47	357,966.87
Other Liabilities			
2300.000	Deferred Revenue - Bond & Interest Fund	116,419.00	116,419.00
2400.000	Deferred Revenue - General Fund	2,577,532.62	2,577,532.62
	Total Other Liabilities	2,693,951.62	2,693,951.62
Fund Balance			
2500.100	Fund Balance - General Fund	1,918,297.35	2,327,070.05
2500.110	Fund Balance - General Fund Reserves	360,073.91	358,623.00
2500.520	Fund Balance Designated - Special Highway	101,540.87	113,342.23
2500.540	Fund Balance Designated - Storm Water	462,878.90	395,393.31
2500.660	Fund Balance Designated - Bond & Interest	187,921.39	207,122.85
2500.665	Fund Balance Designated - Sales Tax Fund	410,649.83	413,249.23
2500.750	Fund Balance Designated - Equipment Reserve	910,000.00	870,000.00
2500.770	Fund Balance Designated - Special Parks & Recreation	4,205.51	9,215.74
2500.760	Fund Balance Designated - Shawnee Indian Mission	(20,113.45)	4,617.43
2500.780	Fund Balance Designated - Fairway Tree Fund	8,949.00	43,610.00
2500.800	Fund Balance Designated - Federal Grant Fund	-	-
2500.825	Fund Balance Designated - 55th Street CID Fund	2,232.18	11,757.28
2500.880	Fund Balance Designated - Drug Tax	1.00	1.00
2500.900	Fund Balance Designated - Capital Improvement Funds	2,099,905.45	1,524,721.14
2500.904	Fund Balance Designated - Unrestricted ARPA Funds	582,998.85	604,364.24
	Total Fund Balance	7,029,540.79	6,883,087.50
	Total Liabilities & Fund Balance	\$ 9,892,165.88	\$ 9,935,005.99

City of Fairway
Subsidiary Schedule - Cash Balances
For the 2 Months Ended February 28, 2025

		12/31/2024	2025 Activity		2/28/2025
		Balance	Receipts	Disbursements	Balance
<u>Funds Pooled in General Checking</u>					
1010	General Fund	\$ 414,043.69	\$ 2,137,621.94	\$ 987,518.97	\$ 1,564,146.66
1010	General Fund Reserves	(68,569.39)	-	-	(68,569.39)
1010	Special Highway Fund	170,892.97	27,834.63	125,000.00	73,727.60
1010	Storm Water Utility Fund	319,280.69	204,490.46	40,887.05	482,884.10
1010	Debt Service Fund	85,001.81	99,082.06	31,075.50	153,008.37
1010	2014 Sales Tax Fund	453,875.07	34,254.06	147,306.02	340,823.11
1010	Equipment Reserve Fund	910,000.00	-	-	910,000.00
1010	Shawnee Indian Mission Fund	1,976.04	407.50	21,081.84	(18,698.30)
1010	Special Parks & Recreation Fund	4,205.51	-	-	4,205.51
1010	Fairway Tree Fund	7,074.00	1,875.00	-	8,949.00
1010	Federal Grant Fund	-	-	-	-
1010	55th Street CID	2,700.16	2,232.18	8,698.16	(3,765.82)
1010	Drug Tax Fund	1.00	-	-	1.00
1010	Capital Improvement Funds	2,285,961.15	17,127.03	221,254.97	2,081,833.21
1010	Unrestricted ARPA Funds	582,998.96	-	-	582,998.96
Total Funds Pooled in General Checking		5,169,441.66	2,524,924.86	1,582,822.51	6,111,544.01
<u>Funds Held in Other Accounts</u>					
1131	General Fund Money Market Account	51,988.42	92.48	-	52,080.90
1132	Certificate of Deposit - GF Reserves	54,619.77	19.76	-	54,639.53
1133	Certificate of Deposit - GF Reserves	144,948.11	-	-	144,948.11
1134	Certificate of Deposit - GF Reserves	109,318.71	39.12	-	109,357.83
1135	Certificate of Deposit - GF Reserves	119,648.36	49.47	-	119,697.83
1112	Court Bond Cash	12,294.80	2,010.00	3,510.00	10,794.80
1113	Police Property & Evidence	4,790.41	-	-	4,790.41
1111,1128	Petty Cash	169.00	-	-	169.00
Total Cash		\$ 5,667,219.24	\$ 2,527,135.69	\$ 1,586,332.51	\$ 6,608,022.42

City of Fairway
Statement of Activities
Year-to-Date Fund Summary
For the 2 Months Ended February 28, 2025

	General	General Fund Reserves	Special Highway	Storm Water Utility	Debt Service	2014 Sales Tax Fund	Equipment Reserve	Shawnee Indian Mission Fund	Special Parks & Recreation	Fairway Tree Fund	Federal Grant Fund	55th Street CID Fund	Drug Tax	General Capital Improvement	Unrestricted ARPA Funds	Total Funds
Cash Carryforward	\$ 466,032.11	\$ 359,965.56	\$ 170,892.97	\$ 319,280.69	\$ 85,001.81	\$ 453,875.07	\$ 910,000.00	\$ 1,976.04	\$ 4,205.51	\$ 7,074.00	\$ -	\$ 2,700.16	\$ 1.00	\$ 2,285,961.15	\$ 582,998.96	\$ 5,649,965.03
Revenue																
Assessment Revenue	2,120,051.45		27,834.63	204,490.46	99,082.06	34,254.06			-			2,232.18	-	17,127.03		2,505,071.87
Other Income	19,672.97	108.35	-	-	-			407.50		1,875.00	-					22,063.82
Bond Proceeds																-
Transfer of Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	2,139,724.42	108.35	27,834.63	204,490.46	99,082.06	34,254.06	-	407.50	-	1,875.00	-	2,232.18	-	17,127.03	-	2,527,135.69
Total Revenue & Cash Carryforward	2,605,756.53	360,073.91	198,727.60	523,771.15	184,083.87	488,129.13	910,000.00	2,383.54	4,205.51	8,949.00	-	4,932.34	1.00	2,303,088.18	582,998.96	8,177,100.72
Expenditures																
Administration	351,761.44															351,761.44
Police	245,801.63															245,801.63
Public Works	144,102.39															144,102.39
Court	21,120.69															21,120.69
Parks & Recreation	147,686.54															147,686.54
Projects				39,052.25										122,127.97		161,180.22
Programs								21,081.84								21,081.84
Payments				10,682.00	31,075.50	24,262.50										66,020.00
Miscellaneous												8,698.16				8,698.16
Contingency																
Total Expenditures	910,472.69	-	-	49,734.25	31,075.50	24,262.50	-	21,081.84	-	-	-	8,698.16	-	122,127.97	-	1,167,452.91
Change in Fund Balance																
After Cash Carryforward	1,695,283.84	360,073.91	198,727.60	474,036.90	153,008.37	463,866.63	910,000.00	(18,698.30)	4,205.51	8,949.00	-	(3,765.82)	1.00	2,180,960.21	582,998.96	7,009,647.81
Change in Fund Balance																
Before Cash Carryforward	1,229,251.73	108.35	27,834.63	154,756.21	68,006.56	9,991.56	-	(20,674.34)	-	1,875.00	-	(6,465.98)	-	(105,000.94)	-	1,359,682.78
Beginning Fund Balance	689,045.59	359,965.59	73,706.24	308,122.69	119,914.83	400,658.27	910,000.00	560.89	4,205.51	7,074.00	-	8,698.16	1.00	2,204,906.39	582,998.85	5,669,858.01
Ending Fund Balance	\$ 1,918,297.32	\$ 360,073.94	\$ 101,540.87	\$ 462,878.90	\$ 187,921.39	\$ 410,649.83	\$ 910,000.00	\$ (20,113.45)	\$ 4,205.51	\$ 8,949.00	\$ -	\$ 2,232.18	\$ 1.00	\$ 2,099,905.45	\$ 582,998.85	\$ 7,029,540.79

City of Fairway
Statement of Activities
General Operating Fund
For the 2 Months Ended February 28, 2025

							Unencumbered	
			Current Month	Year to Date	Budget to Date	Annual Budget	Balance	% Remaining
Revenues								
4000	.100	Cash Carryforward	\$ -	\$ 466,032.11	\$ 345,000.00	\$ 345,000.00	\$ (121,032.11)	(\$0.35)
4005	.100	Advalorem Tax	-	1,523,990.34	1,500,000.00	2,725,524.00	1,201,533.66	44.1%
4010	.100	Back Tax	-	7,676.18	-	-	(7,676.18)	N/A
4020	.100	Local Sales Tax	-	68,508.12	129,166.66	775,000.00	706,491.88	91.2%
4030	.100	County/State Sales Tax	-	59,935.67	112,500.00	675,000.00	615,064.33	91.1%
4040	.100	County Special Sales Tax	-	11,987.15	22,500.00	135,000.00	123,012.85	91.1%
4045	.100	County Public Safety Sales Tax	-	11,987.08	22,500.00	135,000.00	123,012.92	91.1%
4050	.100	Motor Vehicle Tax	-	37,569.43	36,000.00	191,642.00	154,072.57	80.4%
4060	.100	Rec Vehicle Tax/Commercial Vehicle Tax	-	401.50	700.00	1,311.00	909.50	69.4%
4066	.100	Building Permits	3,075.00	17,839.00	29,166.66	175,000.00	157,161.00	89.8%
4068	.100	Occ Lic/CMB Lic	-	-	250.00	7,500.00	7,500.00	100.0%
4069	.100	Rental Licenses/Inspection	30.00	420.00	90.00	27,600.00	27,180.00	98.5%
4070	.100	Franchise Tax - KCP&L	28,916.29	28,916.29	12,000.00	180,000.00	151,083.71	83.9%
4080	.100	Franchise Tax - Gas Service	-	13,090.44	26,000.00	100,000.00	86,909.56	86.9%
4090	.100	Franchise Tax - AT&T	40.00	1,301.75	300.00	7,500.00	6,198.25	82.6%
4100	.100	Franchise Tax - TimeWarner	4,220.32	4,220.32	5,000.00	20,000.00	15,779.68	78.9%
4110	.100	Franchise Tax - Surewest	5.95	365.59	-	500.00	134.41	26.9%
4115	.100	Franchise Tax - Google	4,552.00	4,552.00	-	-	(4,552.00)	N/A
4120	.100	Franchise Tax - MCI Metro	-	-	2,500.00	10,000.00	10,000.00	100.0%
4121	.100	Franchise Tax - Level 3 Telecom of KC	-	-	-	-	-	N/A
4200	.100	Dog Licenses	1,940.00	4,620.00	5,400.00	16,000.00	11,380.00	71.1%
4290	.100	Ordinance Violation Assessment	-	-	-	-	-	N/A
4300	.100	Alarm Fees	370.00	370.00	200.00	500.00	130.00	26.0%
4340	.100	City Solid Waste and Recycling	-	276,271.10	195,000.00	350,361.00	74,089.90	21.1%
4350	.100	Local Alcoholic Liquor	-	-	-	2,500.00	2,500.00	100.0%
4400	.100	55th Street CID	-	86.99	85.00	350.00	263.01	75.1%
4450	.100	4210 TIF District Fees	-	-	-	116,000.00	116,000.00	100.0%
4500	.100	Pool Membership Fees	-	-	-	115,000.00	115,000.00	100.0%
4550	.100	Pool Gate Fees	-	-	-	90,000.00	90,000.00	100.0%
4570	.100	P&R Programming	618.00	2,536.25	1,675.00	75,000.00	72,463.75	96.6%
4575	.100	Special Events	600.00	980.00	1,000.00	7,000.00	6,020.00	86.0%
4580	.100	P&R - Super Pass	-	-	-	12,000.00	12,000.00	100.0%
4590	.100	Facility Rental Fees	8,580.22	18,031.25	12,500.00	70,000.00	51,968.75	74.2%
4595	.100	Sponsorships/Donations	-	-	-	500.00	500.00	100.0%
4600	.100	Pool Concessions	-	-	-	65,000.00	65,000.00	100.0%
4650	.100	Swim Team Revenues	-	-	-	19,000.00	19,000.00	100.0%
4700	.100	Court Fines	9,504.00	18,117.00	23,333.34	140,000.00	121,883.00	87.1%
4701	.100	Bond Forfeits	-	-	-	-	-	N/A
4705	.100	Returned Check Fees	-	-	-	-	-	N/A
4710	.100	Court Costs	2,691.00	5,658.00	5,000.00	30,000.00	24,342.00	81.1%
4715	.100	Insurance Settlement	-	-	-	-	-	N/A
4720	.100	Driver License Reinstatement	-	-	-	-	-	N/A
4725	.100	Fingerprinting Services	275.00	620.00	366.66	2,200.00	1,580.00	71.8%
4730	.100	Right of Way Permits	-	7,600.00	2,200.00	15,000.00	7,400.00	49.3%
4740	.100	Interest on Investments	5,546.63	11,173.03	13,333.34	80,000.00	68,826.97	86.0%
4750	.100	Record Copying	45.00	141.00	166.66	1,000.00	859.00	85.9%
4755	.100	Trash Bag Tags	50.00	160.00	33.34	200.00	40.00	20.0%
4760	.100	Miscellaneous	598.94	598.94	-	15,000.00	14,401.06	96.0%
4765	.100	City Logo Product Sales	-	-	-	25.00	25.00	100.0%
Total Revenues			71,658.35	2,605,756.53	2,503,966.66	6,734,213.00	4,128,456.47	61.3%

City of Fairway
Statement of Activities
General Operating Fund
For the 2 Months Ended February 28, 2025

							Unencumbered	
			Current Month	Year to Date	Budget to Date	Annual Budget	Balance	% Remaining
Expenditures								
Administration								
5010	.411	Salaries	34,411.40	67,996.33	69,634.00	452,631.00	384,634.67	85.0%
5030	.411	Payroll Taxes-Employer	3,466.19	7,150.83	5,327.24	34,627.04	27,476.21	79.3%
5090	.411	Retirement	5,671.60	11,164.07	10,243.38	66,581.98	55,417.91	83.2%
5220	.411	License Fees	155.98	508.97	13,000.00	22,520.00	22,011.03	97.7%
5230	.411	Utilities	1,474.68	3,632.98	6,000.00	35,000.00	31,367.02	89.6%
5250	.411	Insurance	893.48	46,011.98	45,500.00	251,700.00	205,688.02	81.7%
5260	.411	Health Insurance	7,692.50	15,385.00	14,310.66	85,863.96	70,478.96	82.1%
5290	.411	Animal Care	880.00	880.00	1,000.00	22,000.00	21,120.00	96.0%
5310	.411	Accounting	2,992.00	5,984.00	10,500.00	59,000.00	53,016.00	89.9%
5320	.411	Consultant/Engineering	(330.00)	-	-	39,650.00	39,650.00	100.0%
5330	.411	Building Maintenance	1,290.00	5,965.44	3,333.34	20,000.04	14,034.60	70.2%
5340	.411	Publications	-	-	100.00	4,100.00	4,100.00	100.0%
5350	.411	Legal Fees	-	55,620.95	19,166.66	114,999.96	59,379.01	51.6%
5360	.411	Printing/Newsletter	-	-	2,100.00	10,000.00	10,000.00	100.0%
5370	.411	Equipment Maintenance & Licenses	596.23	675.11	5,916.66	35,499.96	34,824.85	98.1%
5380	.411	Training/Membership	1,238.77	11,332.12	9,792.02	30,300.00	18,967.88	62.6%
5390	.411	Election	-	-	-	5,000.00	5,000.00	100.0%
5400	.411	Special Assistance	-	-	2,000.00	2,000.00	2,000.00	100.0%
5410	.411	Civil Defense Siren	-	28.41	67.96	450.00	421.59	93.7%
5420	.411	Reimbursed Expenditures	500.00	1,000.00	100.00	500.00	(500.00)	-100.0%
5430	.411	Mayor/Councilmembers	1,700.00	3,400.00	3,400.00	20,400.00	17,000.00	83.3%
5470	.411	City Solid Waste and Recycling	29,736.90	89,210.70	59,573.84	357,443.04	268,232.34	75.0%
5605	.411	Maintenance	-	-	-	-	-	N/A
5610	.411	Operating Supplies	-	-	-	-	-	N/A
5700	.411	Office Supplies	2,102.13	2,828.01	1,100.00	3,900.00	1,071.99	27.5%
5718	.411	Credit Card Fees	432.73	862.42	1,000.00	6,000.00	5,137.58	85.6%
5720	.411	Miscellaneous	3,384.86	3,840.12	332.00	2,000.00	(1,840.12)	-92.0%
5725	.411	Ordinance Violation Assessment	-	-	-	-	-	N/A
5730	.411	Postage	1,200.00	1,700.00	800.00	6,000.00	4,300.00	71.7%
5850	.411	Publicity/Memberships	-	-	-	-	-	N/A
5900	.411	Capital Outlay	-	-	7,500.00	7,500.00	7,500.00	100.0%
5940	.411	Debt Service - GO Bonds 2010 & 2012	-	-	-	-	-	N/A
5951	.411	Contingency	10,637.00	16,584.00	28,333.34	170,000.04	153,416.04	90.2%
5960	.411	75th Anniversary Celebration	-	-	-	-	-	N/A
Total Administration			110,126.45	351,761.44	320,131.10	1,865,667.02	1,513,905.58	81.1%
Police								
5010	.412	Salaries	71,156.09	146,672.17	153,574.28	998,233.00	851,560.83	85.3%
5020	.412	Overtime	3,823.52	6,518.33	4,846.16	37,000.03	30,481.70	82.4%
5030	.412	Payroll Taxes-Employer	5,153.61	10,491.94	13,199.32	79,196.00	68,704.06	86.8%
5090	.412	Retirement	18,278.14	37,681.71	42,476.00	276,097.00	238,415.29	86.4%
5200	.412	Uniforms	91.84	238.15	2,650.00	9,000.00	8,761.85	97.4%
5220	.412	License Fees	2,275.00	2,275.00	-	8,522.00	6,247.00	73.3%
5230	.412	Utilities	1,271.40	1,759.84	3,500.00	25,000.00	23,240.16	93.0%
5250	.412	Insurance	-	-	-	-	-	N/A
5260	.412	Health Insurance	8,317.27	17,329.04	22,621.50	135,729.00	118,399.96	87.2%
5300	.412	Pest Control	-	-	-	-	-	N/A
5330	.412	Building Maintenance	3,396.05	3,658.05	5,300.00	18,200.00	14,541.95	79.9%
5350	.412	Legal Fees	-	-	-	-	-	N/A
5360	.412	Printing/Newsletter	22.85	115.01	500.00	3,500.00	3,384.99	96.7%
5370	.412	Equipment Maintenance & Licenses	-	-	-	-	-	N/A
5380	.412	Training/Membership	294.24	299.72	7,000.00	25,000.00	24,700.28	98.8%
5381	.412	Dues/Membership	387.61	1,487.61	2,500.00	4,000.00	2,512.39	62.8%
5395	.412	Ammunition	-	-	500.00	2,500.00	2,500.00	100.0%
5455	.412	Computer	2,299.27	2,833.11	4,000.00	27,071.00	24,237.89	89.5%
5475	.412	Equipment Purchase	3,480.92	4,005.16	2,000.00	15,000.00	10,994.84	73.3%
5480	.412	Radio/Radar	-	-	500.00	3,000.00	3,000.00	100.0%
5500	.412	Contract Services	-	3,969.98	3,500.00	12,000.00	8,030.02	66.9%

City of Fairway
Statement of Activities
General Operating Fund
For the 2 Months Ended February 28, 2025

							Unencumbered	
			Current Month	Year to Date	Budget to Date	Annual Budget	Balance	% Remaining
5670	.412	Prisoner Care	-	1,275.00	500.00	2,000.00	725.00	36.3%
5700	.412	Office Supplies	535.62	779.19	1,100.00	6,750.00	5,970.81	88.5%
5715	.412	Photography	-	-	-	-	-	N/A
5720	.412	Miscellaneous	205.00	410.00	300.00	2,500.00	2,090.00	83.6%
5780	.412	Car Expense	2,999.08	4,002.62	6,298.00	45,582.00	41,579.38	91.2%
5875	.412	Capital Projects	-	-	-	-	-	N/A
5900	.412	Capital Outlay	-	-	75,000.00	75,000.00	75,000.00	100.0%
5910	.412	Transfer of Funds	-	-	-	-	-	N/A
5911	.412	Transfer to Equipment Rsv.	-	-	-	-	-	N/A
5960	.412	75th Anniversary Celebration	-	-	-	-	-	N/A
Total Police			123,987.51	245,801.63	351,865.26	1,810,880.03	1,565,078.40	86.4%
Public Works								
5010	.413	Salaries	33,597.40	66,832.18	77,502.88	475,002.00	408,169.82	85.9%
5020	.413	Overtime	399.03	4,121.89	9,800.00	20,006.00	15,884.11	79.4%
5030	.413	Payroll Taxes-Employer	2,479.50	5,193.20	6,678.67	36,338.00	31,144.80	85.7%
5090	.413	Retirement	5,130.33	10,562.80	12,450.25	69,872.98	59,310.18	84.9%
5200	.413	Uniforms	1,058.36	1,058.36	750.00	2,500.00	1,441.64	57.7%
5220	.413	License Fees	-	-	-	-	-	N/A
5230	.413	Utilities	2,164.43	4,221.26	4,250.00	25,500.00	21,278.74	83.4%
5260	.413	Health Insurance	8,415.10	16,788.54	18,171.66	109,030.00	92,241.46	84.6%
5320	.413	Consultant/Engineering	-	1,955.10	8,000.00	24,000.00	22,044.90	91.9%
5330	.413	Building Maintenance	-	-	500.00	3,000.00	3,000.00	100.0%
5370	.413	Equipment Maintenance & Licenses	-	-	2,500.00	15,000.00	15,000.00	100.0%
5380	.413	Training/Membership	659.00	659.00	2,000.00	7,000.00	6,341.00	90.6%
5420	.413	Reimbursed Expenditures	-	-	-	-	-	N/A
5472	.413	Equipment Rental	-	-	-	3,000.00	3,000.00	100.0%
5510	.413	Tree Board	-	-	-	1,000.00	1,000.00	100.0%
5520	.413	Salt	-	6,218.96	15,000.00	21,500.00	15,281.04	71.1%
5550	.413	Street Repair	-	-	-	20,000.00	20,000.00	100.0%
5570	.413	Tree Expense	-	-	46,600.00	128,000.00	128,000.00	100.0%
5580	.413	Street Lights	9,139.37	18,326.44	24,083.32	144,500.00	126,173.56	87.3%
5585	.413	Crack Sealing	-	-	-	-	-	N/A
5700	.413	Office Supplies	59.99	59.99	275.00	1,650.00	1,590.01	96.4%
5720	.413	Miscellaneous	62.81	102.73	58.00	350.00	247.27	70.6%
5760	.413	Dump Fees	659.65	1,726.50	2,000.00	10,000.00	8,273.50	82.7%
5770	.413	Materials/Supplies	2,136.89	2,946.81	4,000.00	22,000.00	19,053.19	86.6%
5780	.413	Car Expense	1,641.84	3,328.63	4,000.00	21,000.00	17,671.37	84.1%
5783	.413	Lease/Purchase Payments	-	-	-	-	-	N/A
5800	.413	Street Signs	-	-	584.00	3,500.00	3,500.00	100.0%
5900	.413	Capital Outlay	-	-	6,500.00	28,500.00	28,500.00	100.0%
5910	.413	Transfer of Funds	-	-	-	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			67,603.70	144,102.39	245,703.78	1,222,248.98	1,078,146.59	88.2%

City of Fairway
Statement of Activities
General Operating Fund
For the 2 Months Ended February 28, 2025

			Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
Court								
5010 .414	Salaries		6,758.14	13,391.09	13,516.00	86,355.00	72,963.91	84.5%
5020 .414	Overtime		-	-	-	-	-	N/A
5030 .414	Payroll Taxes-Employer		507.61	1,005.47	1,016.46	6,607.00	5,601.53	84.8%
5090 .414	Retirement		778.30	1,537.97	1,535.38	9,979.98	8,442.01	84.6%
5260 .414	Health Insurance		863.60	1,727.20	1,702.00	10,212.00	8,484.80	83.1%
5350 .414	Legal Fees		2,204.90	3,404.90	2,800.00	16,800.00	13,395.10	79.7%
5381 .414	Dues/Membership		-	-	100.00	250.00	250.00	100.0%
5640 .414	Driver License Reinstatement		-	-	-	-	-	N/A
5660 .414	Law Enforcement Training		-	-	-	-	-	N/A
5670 .414	Prisoner Care		-	-	-	1,200.00	1,200.00	100.0%
5700 .414	Office Supplies		54.06	54.06	250.00	1,500.00	1,445.94	96.4%
5720 .414	Miscellaneous		-	-	83.34	500.04	500.04	100.0%
5960 .414	75th Anniversary Celebration		-	-	-	-	-	N/A
Total Court			11,166.61	21,120.69	21,003.18	133,404.02	112,283.33	84.2%
Parks & Recreation								
5010 .415	Salaries		23,366.54	48,591.98	42,120.00	602,260.00	553,668.02	91.9%
5020 .415	Overtime		-	-	-	-	-	N/A
5030 .415	Payroll Taxes-Employer		1,368.59	2,650.71	3,222.18	46,073.00	43,422.29	94.2%
5090 .415	Retirement		3,155.20	6,563.07	5,500.00	39,464.00	32,900.93	83.4%
5200 .415	Uniforms		571.78	757.88	1,525.00	9,000.00	8,242.12	91.6%
5230 .415	Utilities		2,557.00	4,929.81	3,575.00	45,000.00	40,070.19	89.0%
5260 .415	Health Insurance		3,340.58	6,681.16	7,636.32	45,818.00	39,136.84	85.4%
5380 .415	Training/Membership		12,397.11	12,782.11	1,400.00	17,100.00	4,317.89	25.3%
5420 .415	Reimbursed Expenditures		158.51	158.51	600.00	2,600.00	2,441.49	93.9%
5605 .415	Maintenance		327.38	327.38	2,500.00	34,500.00	34,172.62	99.1%
5610 .415	Operating Supplies		5,653.74	5,971.68	500.00	12,500.00	6,528.32	52.2%
5630 .415	Taxes		295.70	357.84	305.00	12,500.00	12,142.16	97.1%
5700 .415	Office Supplies		-	-	-	-	-	N/A
5718 .415	Credit Card Fees		339.37	469.41	425.00	8,000.00	7,530.59	94.1%
5720 .415	Miscellaneous		-	-	-	200.00	200.00	100.0%
5820 .415	Chemicals		-	-	-	22,000.00	22,000.00	100.0%
5830 .415	Landscaping		-	285.00	1,000.00	22,000.00	21,715.00	98.7%
5840 .415	Facility Rental Supplies		2,671.69	3,941.89	2,610.00	16,000.00	12,058.11	75.4%
5850 .415	Publicity/Memberships		960.99	1,005.99	3,400.00	11,200.00	10,194.01	91.0%
5860 .415	Swim Team Expenditures		(2,500.00)	(2,500.00)	-	6,500.00	9,000.00	138.5%
5870 .415	Concession Supplies		-	-	-	49,000.00	49,000.00	100.0%
5900 .415	Capital Outlay		23,983.91	51,599.62	58,000.00	58,000.00	6,400.38	11.0%
5920 .415	Concerts/Programming		1,411.36	1,560.35	1,700.00	28,000.00	26,439.65	94.4%
5925 .415	Transfer to SIM Fund		-	-	-	-	-	N/A
5926 .415	Transfer to Park Fund		-	-	-	25,000.00	25,000.00	100.0%
5931 .415	Special Events		1,012.20	1,552.15	2,300.00	7,000.00	5,447.85	77.8%
5960 .415	75th Anniversary Celebration		-	-	-	-	-	N/A
Total Parks & Recreation			81,071.65	147,686.54	138,318.50	1,119,715.00	972,028.46	86.8%
Interfund Transfers								
5910 .420	Transfer of Funds		-	-	-	789,908.00	789,908.00	100.0%
5911 .420	Transfer to Equipment Rsv.		-	-	20,000.00	70,000.00	70,000.00	100.0%
5912 .420	Transfer to SIM Fund		-	-	20,000.00	68,745.00	68,745.00	100.0%
5913 .420	Transfer to Debt Service Fund		-	-	-	-	-	N/A
Total Interfund Transfers			-	-	40,000.00	928,653.00	928,653.00	100.0%
Total Expenditures			393,955.92	910,472.69	1,117,021.82	7,080,568.05	6,170,095.36	87.1%
Change in Fund Balance			\$ (322,297.57)	\$ 1,695,283.84	\$ 1,386,944.84	\$ (346,355.05)	\$ (2,041,638.89)	

City of Fairway
Statement of Activities
General Operating Fund
For the 2 Months Ended February 28, 2025

	Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
	Total	GF	Reserves			
Change in Fund Balance w/o Cash Carryforward (including Reserves)	\$ 1,229,360.08	\$ 1,229,251.73	\$ 108.35			
Beginning Fund Balance	1,049,011.18	689,045.59	359,965.59			
Ending Fund Balance	<u>\$ 2,278,371.26</u>	<u>\$ 1,918,297.32</u>	<u>\$ 360,073.94</u>			

City of Fairway
Statement of Activities
General Fund Reserves - 110
For the 2 Months Ended February 28, 2025

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues						
4000.110	Cash Carryforward	\$ -	\$ 359,965.56	\$ -	\$ -	\$ (359,965.56)
4740.110	Interest on Investments	-	108.35	-	-	(108.35)
4800.110	Transfer of Funds	-	-	-	-	-
Total Revenues		-	360,073.91	-	-	(360,073.91)
Expenditures						
5950.110	Contingency - General Fund Reserves	-	-	-	-	-
Total Expenditures		-	-	-	-	-
Change in Fund Balance		\$ -	\$ 360,073.91	\$ -	\$ -	\$ (360,073.91)

City of Fairway
Statement of Activities
Special Highway - 520
For the 2 Months Ended February 28, 2025

		<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	\$ -	\$ 170,892.97	\$ 50,395.64	\$ 50,395.64	\$ (120,497.33)
4726.520	Special Highway Revenue	-	27,834.63	26,787.50	107,150.00	79,315.37
4760.520	Miscellaneous	-	-	-	-	-
	Total Revenues	<u>-</u>	<u>198,727.60</u>	<u>77,183.14</u>	<u>157,545.64</u>	<u>(41,181.96)</u>
Expenditures						
5500.520	Contract Services	-	-	-	-	-
5680.520	Street Repairs/Improvements	-	-	-	125,000.00	125,000.00
5681.520	CIP Street Projects	-	-	-	-	-
5705.520	Cash Reserve	-	-	-	32,545.00	32,545.00
5910.520	Transfer of Funds	-	-	-	-	-
	Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>157,545.00</u>	<u>157,545.00</u>
	Change in Fund Balance	<u>\$ -</u>	<u>\$ 198,727.60</u>	<u>\$ 77,183.14</u>	<u>\$ 0.64</u>	<u>\$ (198,726.96)</u>
Change in Fund Balance without Cash Carryforward			\$ 27,834.63			
Beginning Fund Balance			<u>73,706.24</u>			
Ending Fund Balance			<u><u>\$ 101,540.87</u></u>			

City of Fairway
Statement of Activities
Storm Water Utility - 540
For the 2 Months Ended February 28, 2025

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues						
4000.540	Cash Carryforward	\$ -	\$ 319,280.69	\$ 269,254.88	\$ 269,254.88	\$ (50,025.81)
4770.540	Stormwater Utility Revenue	-	204,490.46	268,000.00	500,000.00	295,509.54
4780.540	County/State Participation	-	-	-	161,659.00	161,659.00
Total Revenues		-	523,771.15	537,254.88	930,913.88	407,142.73
Expenditures						
5017.540	Stormwater Projects	20,005.20	39,052.25	-	363,404.00	324,351.75
5205.540	Bond Payment	10,682.00	10,682.00	10,682.00	224,714.00	214,032.00
5705.540	Cash Reserve	-	-	-	-	-
5720.540	Miscellaneous	-	-	-	-	-
Total Expenditures		30,687.20	49,734.25	10,682.00	588,118.00	538,383.75
Change in Fund Balance		\$ (30,687.20)	\$ 474,036.90	\$ 526,572.88	\$ 342,795.88	\$ (131,241.02)

Change in Fund Balance without Cash Carryforward	\$ 154,756.21
Beginning Fund Balance	308,122.69
Ending Fund Balance	\$ 462,878.90

City of Fairway
Statement of Activities
Debt Service Fund - 660
For the 2 Months Ended February 28, 2025

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.660	Cash Carryforward	\$ -	\$ 85,001.81	\$ 64,262.20	\$ 64,262.20	\$ (20,739.61)
4005.660	Advalorem Tax	-	78,732.54	90,000.00	140,785.00	62,052.46
4010.660	Back Tax	-	439.50	-	-	(439.50)
4020.660	Local Sales Tax	-	17,127.03	30,833.34	185,000.00	167,872.97
4050.660	Motor Vehicle Tax	-	2,755.78	3,000.00	8,694.00	5,938.22
4060.660	Rec Vehicle Tax/Commercial Vehicle Tax	-	27.21	40.00	59.00	31.79
4063.660	Telecom Slider Tax	-	-	-	-	-
4740.660	Interest on Investments	-	-	-	-	-
4760.660	Miscellaneous	-	-	-	-	-
Total Revenues		<u>-</u>	<u>184,083.87</u>	<u>188,135.54</u>	<u>398,800.20</u>	<u>214,716.33</u>
Expenditures						
5205.660	Bond Payment	-	-	-	-	-
5206.660	Bond Payment - 2016A GO	11,118.00	11,118.00	11,118.00	233,886.00	222,768.00
5207.660	Bond Payment- 2019 A	19,957.50	19,957.50	19,957.50	129,915.00	109,957.50
5706.660	Sales Tax Cash Reserve	-	-	-	-	-
5720.660	Miscellaneous	-	-	-	35,000.00	35,000.00
Total Expenditures		<u>31,075.50</u>	<u>31,075.50</u>	<u>31,075.50</u>	<u>398,801.00</u>	<u>367,725.50</u>
Change in Fund Balance		<u>\$ (31,075.50)</u>	<u>\$ 153,008.37</u>	<u>\$ 157,060.04</u>	<u>\$ (0.80)</u>	<u>\$ (153,009.17)</u>

Change in Fund Balance without Cash Carryforward	\$ 68,006.56
Beginning Fund Balance	119,914.83
Ending Fund Balance	\$ 187,921.39

City of Fairway
Statement of Activities
2014 Sales Tax Fund
For the 2 Months Ended February 28, 2025

	Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues					
4000.665	\$ -	\$ 453,875.07	283,974.38	283,974.38	(169,900.69)
4020.665	-	34,254.06	62,500.00	375,000.00	340,745.94
Total Revenues	-	488,129.13	346,474.38	658,974.38	170,845.25
Expenditures					
5782.665	-	-	-	-	-
5901.665	-	-	-	375,000.00	375,000.00
5941.665	-	-	-	55,250.00	55,250.00
5942.665	24,262.50	24,262.50	24,262.50	198,525.00	174,262.50
5952.665	-	-	-	30,199.38	30,199.38
5960.665	-	-	-	-	-
Total Expenditures	24,262.50	24,262.50	24,262.50	658,974.38	634,711.88
Change in Fund Balance	\$ (24,262.50)	\$ 463,866.63	\$ 322,211.88	\$ -	\$ (463,866.63)
Change in Fund Balance without Cash Carryforward		\$ 9,991.56			
Beginning Fund Balance		400,658.27			
Ending Fund Balance		\$ 410,649.83			

City of Fairway
Statement of Activities
Equipment Reserve Fund - 750
For the 2 Months Ended February 28, 2025

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.750	Cash Carryforward	\$ -	\$ 910,000.00	\$ 995,000.00	\$ 995,000.00	\$ 85,000.00
4810.750	Transfer from General Fund	-	-	20,000.00	70,000.00	70,000.00
4812.750	Transfer from PD	-	-	-	-	-
4820.750	Transfer from PD Budget	-	-	-	-	-
4830.750	Transfer from PW	-	-	-	30,000.00	30,000.00
Total Revenues		<u>-</u>	<u>910,000.00</u>	<u>1,015,000.00</u>	<u>1,095,000.00</u>	<u>185,000.00</u>
Expenditures						
5475.750	Equipment Purchase	-	-	-	-	-
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in Fund Balance		<u>\$ -</u>	<u>\$ 910,000.00</u>	<u>\$ 1,015,000.00</u>	<u>\$ 1,095,000.00</u>	<u>\$ 185,000.00</u>
Change in Fund Balance without Cash Carryforward			\$ -			
Beginning Fund Balance			<u>910,000.00</u>			
Ending Fund Balance			<u><u>\$ 910,000.00</u></u>			

City of Fairway
Statement of Activities
Shawnee Indian Mission Fund - 760
For the 2 Months Ended February 28, 2025

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues						
4000.760	Cash Carryforward	\$ -	\$ 1,976.04	\$ -	\$ -	\$ (1,976.04)
4410.760	Programs/Events	230.00	230.00	350.00	2,500.00	2,270.00
4412.760	Tours/Admissions	177.50	177.50	100.00	5,000.00	4,822.50
4415.760	Facility Rental	-	-	-	-	-
4420.760	SIM Foundation	-	-	20,000.00	80,000.00	80,000.00
4425.760	KSHS	-	-	-	-	-
4430.760	Donations	-	-	-	-	-
4800.760	Transfer of Funds	-	-	8,000.00	68,745.00	68,745.00
Total Revenues		407.50	2,383.54	28,450.00	156,245.00	153,861.46
Expenditures						
5010.760	Salaries	5,775.00	11,412.50	14,355.98	93,314.00	81,901.50
5020.760	Overtime	-	-	-	-	-
5030.760	Payroll Taxes-Employer	427.10	843.68	1,098.26	7,139.00	6,295.32
5090.760	Retirement	901.89	1,789.07	1,785.10	11,585.00	9,795.93
5200.760	Uniforms	-	-	-	250.00	250.00
5230.760	Utilities	2,564.13	4,785.57	5,175.00	22,000.00	17,214.43
5260.760	Health Insurance	-	-	-	-	-
5380.760	Training/Membership	-	-	-	-	-
5605.760	Maintenance	1,520.13	1,971.05	1,725.00	19,100.00	17,128.95
5610.760	Operating Supplies	193.88	219.97	-	500.00	280.03
5850.760	Publicity/Memberships	60.00	60.00	-	80.00	20.00
5920.760	Concerts/Programming	-	-	-	1,250.00	1,250.00
5930.760	Law Enforcement	-	-	-	-	-
5960.760	75th Anniversary Celebration	-	-	-	-	-
Total Expenditures		11,442.13	21,081.84	24,139.34	155,218.00	134,136.16
Change in Fund Balance		\$ (11,034.63)	\$ (18,698.30)	\$ 4,310.66	\$ 1,027.00	\$ 19,725.30
Change in Fund Balance without Cash Carryforward		\$ (20,674.34)				
Beginning Fund Balance		560.89				
Ending Fund Balance		\$ (20,113.45)				

City of Fairway
Statement of Activities
Special Parks & Recreation Fund - 770
For the 2 Months Ended February 28, 2025

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.770	Cash Carryforward	\$ -	\$ 4,205.51	\$ 756.29	\$ 756.29	\$ (3,449.22)
4280.770	Local Alcoholic Liquor	-	-	-	1,500.00	1,500.00
Total Revenues		<u>-</u>	<u>4,205.51</u>	<u>756.29</u>	<u>2,256.29</u>	<u>(1,949.22)</u>
Expenditures						
5305.770	Park Improvements	-	-	-	2,256.29	2,256.29
5705.770	Cash Reserve	-	-	-	-	-
5960.770	75th Anniversary Celebration	-	-	-	-	-
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>2,256.29</u>	<u>2,256.29</u>
Change in Fund Balance		<u>\$ -</u>	<u>\$ 4,205.51</u>	<u>\$ 756.29</u>	<u>\$ -</u>	<u>\$ (4,205.51)</u>

Change in Fund Balance without Cash Carryforward	\$ -
Beginning Fund Balance	<u>4,205.51</u>
Ending Fund Balance	<u>\$ 4,205.51</u>

City of Fairway
Statement of Activities
Fairway Tree Fund - 780
For the 2 Months Ended February 28, 2025

	<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	\$ -	\$ 7,074.00	9,775.00	9,775.00	\$ 2,701.00
4772.780	-	1,875.00	-	-	(1,875.00)
Total Revenues	-	8,949.00	9,775.00	9,775.00	826.00
Expenditures					
5306.780	-	-	-	-	-
5705.780	-	-	-	9,625.00	9,625.00
5960.780	-	-	-	-	-
Total Expenditures	-	-	-	9,625.00	9,625.00
Change in Fund Balance	\$ -	\$ 8,949.00	\$ 9,775.00	\$ 150.00	\$ (8,799.00)

Change in Fund Balance without Cash Carryforward	\$ 1,875.00
Beginning Fund Balance	7,074.00
Ending Fund Balance	\$ 8,949.00

City of Fairway
Statement of Activities
Federal Grant Fund - 800
For the 2 Months Ended February 28, 2025

	Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
Revenues					
4000.800	\$ -	\$ -	-	-	\$ -
4790.800	-	-	-	-	-
Total Revenues	-	-	-	-	-
Expenditures					
5895.800	-	-	-	529,332.24	529,332.24
Total Expenditures	-	-	-	529,332.24	529,332.24
Change in Fund Balance	\$ -	\$ -	\$ -	\$ (529,332.24)	\$ (529,332.24)
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 2 Months Ended February 28, 2025

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.825	Cash Carryforward	\$ -	\$ 2,700.16	30.26	30.26	\$ (2,669.90)
4020.825	Local Sales Tax	-	2,232.18	7,500.00	45,000.00	42,767.82
Total Revenues		<u>-</u>	<u>4,932.34</u>	<u>7,530.26</u>	<u>45,030.26</u>	<u>40,097.92</u>
Expenditures						
5896.825	Developer Distribution	-	8,611.17	-	44,500.00	35,888.83
5910.825	Transfer of Funds	-	86.99	-	500.00	413.01
Total Expenditures		<u>-</u>	<u>8,698.16</u>	<u>-</u>	<u>45,000.00</u>	<u>36,301.84</u>
Change in Fund Balance		<u>\$ -</u>	<u>\$ (3,765.82)</u>	<u>\$ 7,530.26</u>	<u>\$ 30.26</u>	<u>\$ 3,796.08</u>

Change in Fund Balance without Cash Carryforward	\$ (6,465.98)
Beginning Fund Balance	8,698.16
Ending Fund Balance	\$ 2,232.18

City of Fairway
Statement of Activities
Drug Tax Fund - 880
For the 2 Months Ended February 28, 2025

		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 2 Months Ended February 28, 2025

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance
General Capital Improvement Funds						
Revenue						
4000.900	Cash Carryforward	\$ -	\$ 2,285,961.15	\$ 2,162,675.46	\$ 2,162,675.46	\$ (123,285.69)
4020.900	Local Sales Tax	-	17,127.03	29,166.00	175,000.00	157,872.97
4760.900	Miscellaneous	-	-	-	-	-
4780.900	County/State Participation	-	-	-	21,000.00	21,000.00
4800.900	Transfer of Funds	-	-	-	-	-
4810.900	Transfer from General Fund	-	-	-	789,908.00	789,908.00
Total Revenue		-	2,303,088.18	2,191,841.46	3,148,583.46	845,495.28
Expenses						
5875.900	Capital Projects	17,159.54	122,127.97	-	1,021,031.00	898,903.03
5892.900	Architect/Engineering Fees	-	-	-	-	-
5950.900	Contingency - General Fund Reserves	-	-	-	-	-
Total Expenses		17,159.54	122,127.97	-	1,021,031.00	898,903.03
Change in Fund Balance		\$ (17,159.54)	\$ 2,180,960.21	\$ 2,191,841.46	\$ 2,127,552.46	(53,407.75)
Change in Fund Balance without Cash Carryforward		\$ (105,000.94)				
Beginning Fund Balance		2,204,906.39				
Ending Fund Balance		\$ 2,099,905.45				
Unrestricted ARPA Funds						
Revenue						
4000.904	Cash Carryforward	\$ -	\$ 582,998.96	\$ -	\$ -	\$ (582,998.96)
4760.904	Miscellaneous	-	-	-	-	-
Total Revenue		-	582,998.96	-	-	(582,998.96)
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		\$ -	\$ 582,998.96	\$ -	\$ -	(582,998.96)
Change in Fund Balance without Cash Carryforward		\$ -				
Beginning Fund Balance		582,998.85				
Ending Fund Balance		\$ 582,998.85				

MEMORANDUM

TO: Melanie Hepperly, Mayor
FROM: J.P. Thurlo, Chief of Police
DATE: March 5th, 2025
SUBJECT: February 2025 Monthly Report

OVERVIEW:

TYPE	February 2024	February 2025
Reports	23	41
Arrests	16	23
Citations	223	165

ACTIVITY:

We had 443 activities entered into the Computer Aided Dispatch (CAD) system in February. Here are some of those activities:

- 10 Alarm Calls
- 5 Accidents
- 1 Disturbance
- 0 Burglary
- 262 Car Stops
- 4 Animal Calls

Occurrences

Type	Time	Notes
Outside Warrant	02/01/2025 09:31	4500 blk of SHAWNEE MISSION PKWY, MISSION, KS 66205 The subject was contacted on traffic and found to have an active Leawood warrant (#146935). She was arrested and released to LWPD.
warrant arrest	02/01/2025 15:46	CANTERBURY RD and SHAWNEE MISSION PKWY, FAIRWAY KS 66205 Subject contacted on a traffic stop, found to have an outside agency warrant through Westwood PD.
Outside Warrant	02/01/2025 16:01	SHAWNEE MISSION and ABERDEEN RD, FAIRWAY KS 66205 The subject was contacted and found to have active warrants out

Johnson County for Reckless Stalking and Battery. The subject was arrested and transported to Olathe ADC for lodging.

Accident - Hit and Run	02/03/2025 09:19	SHAWNEE MISSION PKWY and MOHAWK LN, FAIRWAY KS 66205 Subject was involved in an accident and left the area without making any attempt to contact the other driver or exchange information.
DUI	02/03/2025 13:31	3500 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was involved in a Hit & Run accident. The vehicle was located driving in the area and the driver was found to be DUI (Drugs).
Info - Lost Property	02/03/2025 14:08	5500 blk of CANTERBURY RD, FAIRWAY, KS 66205 The reporting party stated her temporary tag was removed off her new vehicle.
Outside Warrant	02/03/2025 18:44	4900 blk of SHAWNEE MISSION PKWY, MISSION, KS 66205 Conducted a traffic stop, driver was found to have an active warrant through Shawnee PD.
Invest - Check the Welfare	02/03/2025 20:06	6100 blk of ALHAMBRA ST, FAIRWAY, KS 66205 Conducted a check the welfare,
Fairway Warrant	02/05/2025 19:40	7500 blk of CHADWICK CT, PRAIRIE VILLAGE, KS 66208 Subject contacted by PVPD on a traffic stop and found to have a FWPD warrant.
Invest - Suspicious Activity	02/06/2025 12:38	5252 BELINDER RD, FAIRWAY, KS 66205 (FAIRWAY POLICE DEPARTMENT) The subject's bank check was intercepted and altered.
Outside Warrant	02/08/2025 17:25	2800 blk of SHAWNEE MISSION PKWY, FAIRWAY, JOHNSON COUNTY KS 66205 Subject was contacted on a traffic stop and arrested on Westwood and WyCo warrants.
Outside Warrant	02/09/2025 10:31	3000 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and arrested on a Merriam warrant.
Outside Warrant	02/09/2025 13:51	4500 blk of SHAWNEE MISSION PKWY, FAIRWAY, JOHNSON KS 66205 Subject was contacted on a traffic stop and arrested on a Lenexa warrant. He was held at the scene until a Lenexa Officer arrived to take custody.
warrant arrest	02/09/2025 18:23	5300 blk of MISSION WOODS TER, MSNW, KS 66205 Suspect was contacted on a traffic stop and found to have an outside agency warrant.
Invest - MIR	02/11/2025 00:27	63RD ST and BELINDER RD, PRAIRIE VILLAGE KS 66208 Vehicle failed to yield to Westwood, fled into Mission Hills, PV/MH requested assistance.
Outside Warrant	02/11/2025 11:51	5252 BELINDER AVE, FAIRWAY, JOHNSON KS 66205 Subject was contacted at Merriam Court and arrested on a Fairway warrant. He posted bond and was released with a court date.
Domestic Dispute	02/11/2025 21:48	5400 blk of FALMOUTH RD, FAIRWAY, KS 66205 Mutual aggressors/combatants, both alleging physical injury and self-defense.
Invest - Suspicious Activity	02/12/2025 13:50	5252 BELINDER RD, FAIRWAY, KS 66205 (FAIRWAY POLICE DEPARTMENT) The subject wanted to report suspicious activity regarding her past divorce proceedings.
Accident	02/13/2025 08:28	5600 blk of MISSION RD, FAIRWAY, KS 66205 V1 was traveling north on Mission Road, when V2 came into her lane and struck her car. V2 was traveling south on Mission and swerved into the northbound lane to avoid a collision with V3.

warrant arrest	02/13/2025 15:38	3100 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and found to have an active warrant through Westwood PD.
Fairway Warrant	02/13/2025 17:16	101 N KANSAS AVE, OLATHE, JOHNSON KS 66061 (JOHNSON COUNTY ADULT DETENTION CENTER) (Do Not Use) The subject was contacted at the Olathe ADC and found to have an active Fairway warrant (FW230006360-B).
Outside Warrant	02/14/2025 01:05	5300 blk of BELINDER RD, FAIRWAY, KS 66205 Arrestee was contacted on traffic and found to have an active Leawood warrant. She was arrested, processes and released from the scene to LPD.
warrant arrest	02/14/2025 13:54	5500 blk of MISSION RD, FAIRWAY, KS 66208 The subject was found to have an Olathe warrant on a traffic stop. The subject was arrested and released to the Olathe Police Department.
warrant arrest	02/15/2025 04:32	119TH ST and S STRANG LINE RD, OLATHE KS 66062 Arrestee was contacted by Olathe PD on a traffic stop and found to have an active Fairway warrant. Arrestee was arrested, processed, and booked at the JOCO ADC by Olathe PD. Warrants were faxed to the jail for service.
False Info/Lie/Interfere/Flee	02/16/2025 21:30	5500 blk of STATE PARK RD, FAIRWAY, KS 66205 Initiated a traffic stop on the suspect vehicle east of Mission and Shawnee Mission Parkway. Vehicle fled the area at a high rate of speed, placing other motorists at risk. Vehicle ran the red light at Belinder and Shawnee Mission Parkway. Suspect was later identified and verified he was the one that fled from me.
Invest - Recovered Stolen Auto	02/17/2025 01:22	3700 blk of WYNCOTE LN, FAIRWAY, KS 66205 Prairie Village located a stolen vehicle in their city and began following it. The vehicle fled in Fairway and was left abandoned at a residence.
Fairway Warrant	02/18/2025 18:30	101 N KANSAS AVE, OLATHE, KS USA 66061 (ADULT DETENTION CENTER) Subject was in custody at the ADC and found to have an active warrant through Fairway. The warrant was faxed to the ADC and served to the subject.
Accident - Hit and Run	02/19/2025 17:00	3500 blk of SHAWNEE MISSION PKWY, FAIRWAY, JOHNSON KS 66205 V2 was traveling east bound on Shawnee Mission Parkway, stopped at the red light at Mission Rd. V1 was traveling east bound on Shawnee Mission Parkway and rear-ended V2, who was stopped at the red light. D1 left the scene without making any attempt to exchanged information. He was later located and cited for Hit & Run.
Invest - Death Investigation	02/20/2025 20:45	2000 blk of W 48TH TER, WESTWOOD HILLS, KS 66205 Subject was found deceased.
Info- Assist Outside/ Pursuit	02/22/2025 04:45	6500 blk of FOXRIDGE DR, # 3001, MISSION, KS 66202 Subject became combative with Mission PD and was ultimately arrested and transported to Advent Health for evaluation.
Outside Warrant	02/22/2025 16:11	4300 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop for displaying a switched tag and arrested on a Leawood warrant.
DUI	02/22/2025 23:54	4300 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Occupied vehicle check, driver found to be driving under the influence.
Outside Warrant	02/24/2025 09:41	5300 blk of MISSION WOODS TER, MSNW, KS 66205 The subject was contacted on traffic and found to have an active Leawood warrant (#1467153). He was arrested and released to LWPD.

Invest - MIR	02/25/2025 02:54	2800 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Failure to Yield vehicle, east on Shawnee Mission Parkway.
Fairway Warrant	02/25/2025 20:30	101 N KANSAS AVE, OLATHE, KS USA 66061 (ADC) Suspect was found to have a Fairway warrant. Suspect was in the ADC's custody. Faxed warrant to the jail.
Accident - Hit and Run	02/25/2025 21:03	SHAWNEE MISSION PKWY and ABERDEEN RD, FAIRWAY, Kansas Suspect vehicle struck two vehicles on Shawnee Mission Parkway, traveling east towards State Line Rd. The first vehicle, V2 was struck at Aberdeen and Shawnee Mission Parkway, the second vehicle, V3 was struck at Belinder Rd., and Shawnee Mission Parkway.
Harassment/Threats (Known)	02/26/2025 15:33	6100 blk of DELMAR ST, FAIRWAY, KS 66205 Domestic incident
Outside Warrant	02/27/2025 16:50	2700 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Johnson County warrant arrest (JO-2025-CR-000584)
Accident	02/28/2025 11:06	2800 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 V1 and V2 were traveling west on Shawnee Mission Parkway. V2 was slowing or stopping in traffic and was struck from behind by V1.

For the period February 2025

CASES FILED	Feb 2025	YTD 2025	Feb 2024	YTD 2024
DUI	2	4		
Moving Violations	81	153	107	202
Non Moving Violations	80	205	114	225
Ordinance Violations				
Totals	163	362	221	427

COURT REVENUES	Feb 2025	YTD 2025	Feb 2024	YTD 2024
Court Fines Collected	9,072.00	15,634.00	14,103.00	24,103.15
Court Costs Collected	2,725.50	5,416.50	3,415.50	6,037.50
Totals	11,797.50	21,050.50	17,518.50	30,140.65

CASE DISPOSITIONS	Feb 2025	YTD 2025	Feb 2024	YTD 2024
Dismissals	92	172	81	168
Diversion Agreements	2	2	6	9
Guilty Pleas	43	85	70	126
Trials on Plea of Not Guilty				
Cases Appealed to Dist Court				
Totals	137	259	157	303

WARRANTS	Feb 2025	YTD 2025	Feb 2024	YTD 2024
Warrants Served	27	37	31	60
Warrants Issued		51	49	178
Totals	27	88	80	238



Department of Public Works

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT - February 2025

Snow Totals



There were two additional snow events in February requiring a Public Works response. Both were in the 4'-6' range. A spreadsheet detailing expenses to date is attached for review.

Public works staff members are hoping Mother Nature is done for the year.

As a point of reference, the last three years snow expenditures are as follows:

23-24- \$16,868.20

22-23- \$11,984.50

21-22- \$21,410.38

Street Sweeping

The Street sweeper managed to thread the needle and get a solid week of sweeping completed in early February. A detailed spreadsheet is attached for your information.



2025 CIP



2025 CIP design is ongoing. We are currently working with Roeland Park on their side of 55th to bring it into ADA compliance.

Stormwater

February Stormwater updates:

Watershed Number 1- Next meeting 1st Quarter 2025.

NPDES (National Pollution Discharge Elimination System)- 2024
Report Submitted

APWA 5600 Criteria Update- Public meetings Ongoing



2024-2025 Snow Removal Costs

Salt	Tons	\$/Ton	Total
1/15/2024	36.49	\$83.00	\$3,028.67
1/15/2024	36.63	\$83.00	\$3,040.29
2/20/2025	36.76	\$83.00	\$3,051.08
2/21/2025	36.43	\$83.00	\$3,023.69
		\$83.00	\$0.00
		\$83.00	\$0.00
		\$83.00	\$0.00
		\$83.00	\$0.00
		\$83.00	\$0.00
		\$83.00	\$0.00
Total Tons	146.31		
Salt Total			\$12,143.73

Truck Costs			Total
Fuel (January)			\$812.76
Liquid Salt			\$150.00
Fuel (February)			\$415.15
Truck Total			\$1,377.91

Employee OT	Hrs	\$/Hr	Total
Chris Mann	25.5		\$1,839.06
Rick Allen	43.5		\$2,092.35
Chuck Aldridge	57		\$2,425.35
Jovany Rosales	31		\$1,117.86
Total Hours	157		
OT Total			\$7,474.62

Employee CT	Hrs	\$/Hr	Total
Bill Stogsdill	17.5		\$1,186.33
Chris Mann	54		\$2,596.32
Rick Allen	21		\$673.47
Chuck Aldridge	0		\$0.00
Jovany Rosales	0		\$0.00
Total Hours	92.5		
CT Total			\$4,456.12

Grand Total			\$25,452.38
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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)	2/7	2/7	2/7	2/7	2/7	2/7	2/7	2/7	2/7	2/7	2/6	2/6	2/6		2/6	X	X

Date Swept (S)	X	X	X	X	X	X	X	2/6	2/6	2/6	2/7	X	2/6	2/6	2/6	2/7	2/6
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Ward Start Date	2/6
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Ward End Date	2/7
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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	2/6	2/7	2/6	2/5	2/6	2/6	2/5	2/6	2/5	2/6	2/5	2/5	2/5	2/5	2/5	2/5	2/6

Ward Start Date	2/5
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Ward End Date	2/6
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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	2/7	2/5	2/5	2/5	2/4	2/4	2/4	2/4	2/4	2/4	2/4	2/5	2/5	2/5	2/4	2/5	2/5

Ward Start Date	2/4
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Ward End Date	2/5
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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	2/7	2/3	2/3	2/3	2/3	2/3	2/3	2/3	2/3	2/4	2/4	2/4	2/4	2/3	2/3	2/3	2/7

Ward Start Date	2/3
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Ward End Date	2/4
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Notes:



Parks & Recreation Department

February 2025 Report

Upcoming March Activities

Mondays, Tuesdays, Wednesdays & Thursdays – Gymnastics Open Gym

Tuesdays - Chair Yoga Classes

Thursdays – Beginner’s Yoga Classes & Mindful Strength Training Classes

March 1 – Princess Day in Fairway

March 1 – Summer Activity Registrations Open

March 1 – Summer camp registrations open to Fairway residents

March 3 – Summer camp registrations open for non-resident pool members

March 5 – Summer camp registrations open for non-resident non-members

February Facility Rentals

There were 20 total rentals in February.

Nerf: 15

Gymnastics: 4

Movie: 1

2025 Pool Staff Update

As of early March, Renee and Jackson have been interviewing staff for the 2025 pool season. While they are still accepting applications, the staff is rounding out very nicely. Any interested potential lifeguards can contact Renee Reis (rreis@fairwaykansas.org) and any potential front desk attendants, snack bar staff or kid camp counselors can contact Jackson Dwyer (jdwyer@fairwaykansas.org). Weekend and evening staff trainings will begin closer to April/May.

Pool Main Drain Project

A contract should be completed by the end of the first week of March with Dondlinger Construction for the pool main drain project. The work will be completed by April 15, allowing plenty of time to begin filling the pool for the season and testing the full system before opening in late May.

Park & Recreation Master Plan

The master plan process will kick off on Monday, March 24. A group comprised of Park & Recreation Committee members, residents from each ward, city staff and Landworks Studios will meet from 6:30-8:30pm at City Hall’s Conference Room to begin the master planning process. A final master plan will be completed and presented by January of 2026.

Summer Activity Guide

The 2025 Summer Activity Guide (along with the Focus on Fairway newsletter) was delivered to Fairway residents in late February or early March. This guide is focused on our summer offerings and Fairway Pool information. All registration for camps*, lessons and memberships began on March 1st.

*Starting this season, Fairway residents have the opportunity to register for summer camps before non-residents. The summer camp open registration schedule is as follows:

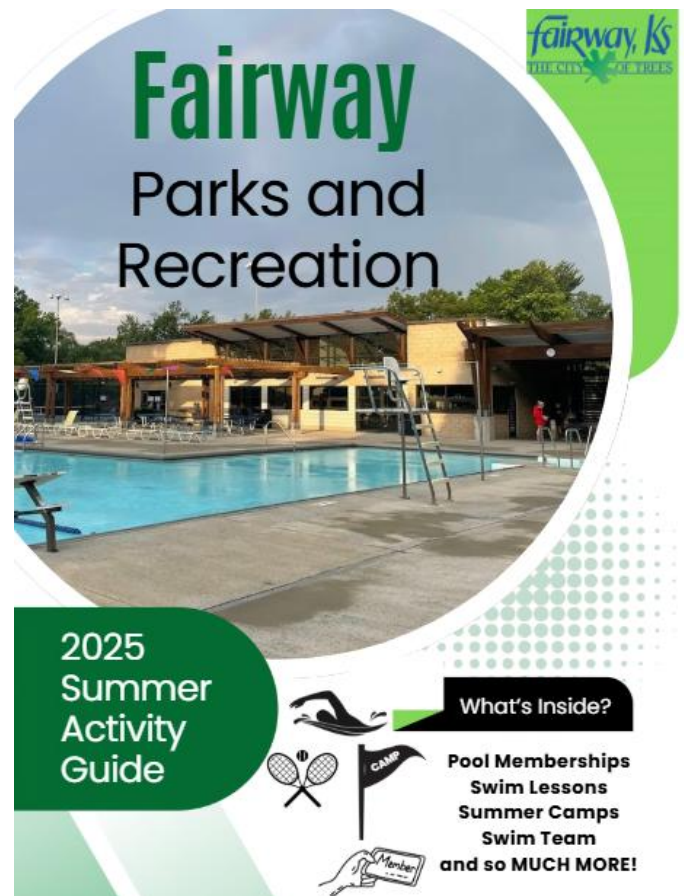
- March 1 – Fairway resident
- March 3 – Non-Resident Pool Members
- March 5 – Non-Resident, Non-Pool Members

With our continued summer camp popularity leading to large wait lists, the new registration schedule allows Fairway residents the best opportunity at securing a spot for their children.

If the summer camp expansion project is completed by the 2026 season, which includes a new shelter and turf area inside the expanded pool fence line, we should have enough space to allow many more attendees in our popular summer camp program.

Summer Camp Expansion Project

PJ Novick from Confluence and I presented a conceptual plan (below) to the Planning Commission at the February PC meeting. I had sent letters to the pool neighbors directly to the north of the pool along Alhambra and Mission Rd, letting them know that we would be presenting to PC and welcoming them attend the meeting. The northern neighbor on Alhambra did attend the PC meeting and provided input on the project. We will be working with this neighbor throughout the project design to address concerns she may have. Based on the Planning Commission's feedback, we will have a survey completed to confirm the location of property lines and return to present a final site plan at the April PC meeting.



Floor Mats

The 2-inch gymnastic floor mats arrived at the end of February and we have installed them in the MPR. The new mats will stay on the floor for most of the year, only being removed for special events/rentals. They will increase participant safety by shielding Nerf party participants from falling on the bare concrete floors. The permanent-ish mats will make party transitions (from Nerf to Gymnastics or visa versa) much easier on rental staff, which could lead to more party time options becoming available.



Pool House – Water Line Break Repair

An underground broken pipe under the sidewalk between the snack bar and the tennis courts has been repaired. When the water was turned back on in the facility, we found that most faucets had been clogged by the dirt and sand that had entered the line during the break. The faucets we use during the offseason have cleared, but we expect that more lines will need to be cleared as we turn on additional lines throughout the facility for the upcoming pool season.



Association of Aquatic Professionals Conference

Renee & Jackson attended the Association of Aquatic Professionals conference in St. Pete Beach, Florida in early February. Renee was actually a presenter at the conference as well, offering a session on work-life balance in the aquatic world. Renee has also presented at our state conference as well, and does a great job educating other professionals in park & recreation world.



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, February 10, 2025.

Present: Council Members David Watkins, Jerry Williams, Kelly Ann Buszek, Lee Story, Dan Bailey, Joseph Levin and Tanya Keys.

Absent: None.

Presiding: Mayor Melanie Hepperly.

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

Visitors: Whitney Henley, _____; Cassie Thompson, _____; Jason Meyer and Phil Herman, Burns & McDonnell; Brandon and Cassandra Newell, 5340 Canterbury Road; Gene Sands, 5341 Canterbury; Laura Steele, Westwood; Kim Thurman, 5300 Canterbury; Leslie Creel, 3006 West 51st Terrace; Whitney VinZant, 2015 Drury Lane; Eugene Young, 5622 Chadwick; Tyler Enders, 4987 Ward Parkway, Kansas City, Missouri; Christy Hayes, 5425 Aberdeen; Eric Smith, 5346 Belinder; Jeannie Brown, 5645 State Park Road; Garrett Gates, 5310 Canterbury; Calvin Chestnut, 5447 Canterbury.

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: BLACK HISTORY MONTH

Mayor Hepperly read a Proclamation designating February 2025 as Black History Month in the City of Fairway, Kansas. She stated that Fairway will join the nation in celebrating National Black History Month by honoring the essential contributions, sacrifices and accomplishments of African Americans in our community, throughout the State and Nation as part of American history.

MONTHLY REPORTS OF STANDING COMMITTEES

CONSOLIDATED FIRE DISTRICT NO. 2, CHIEF CHICK

The Fire District report is submitted quarterly so there is no report this month.

ADMINISTRATION AND FINANCE COMMITTEE, MR. NOGELMEIER

Monthly Report

City Administrator Nogelmeier referred to the Administration report in the packet subject to questions. With respect to Finance, he stated that the January tax distribution was \$223,000, which is above the budgeted amount of \$204,000.

POLICE COMMITTEE, CHIEF THURLO

Monthly Report

Chief Thurlo referred to the report in the packet, subject to questions. He discussed several activities and arrests that occurred over the last month, including the arrest of a several individuals who were cashing fraudulent checks. There were also a number of traffic accidents last month, including one that involved two juvenile children on Canterbury.

PUBLIC WORKS COMMITTEE, MR. STOGSDILL

Monthly Report

Director Stogsdill referred to the report in the packet subject to questions. He discussed the recent snow events and thanked staff for their work in clearing the streets.

Mayor Hepperly stated that she received many compliments from residents concerning snow removal and she thanked Director Stogsdill and his staff for their great work.

PARKS AND RECREATION COMMITTEE, MR. SOEKEN

Monthly Report

Director Soeken referred to his report in the packet, subject to questions. He stated that the Parks and Recreation brochure will be mailed in the next couple weeks and registrations will begin on March 1, 2025.

Mayor Hepperly thanked Director Soeken for the Winter, Spring and Fall Report that was included in the packet, stating that it was very informative.

MONTHLY REPORTS OF SPECIAL COMMITTEES

Tree Board

No Report.

APPROVAL OF CONSENT AGENDA

Mayor Hepperly outlined the nine items on the Consent Agenda. The Consent Agenda items include the following: (A) Minutes of Previous Regular City Council Meeting; (B) Claims and Appropriations – Ordinance #1821 – January 2025; (C) Agreement with Dondlinger Construction for Swimming Pool Main Drain Repairs; (D) Parks & Recreation Master Plan Agreement; (E) Agreement with Confluence for Peterson Park Improvements – Phase 2 Design; (F) Annual Mayoral Appointments; (G) Authorize the Mayor to Execute a Contract with Luke Kush’s Construction, Inc. for the Restoration of the Shawnee Mission Parkway Tunnel.

Mayor Hepperly asked for discussion from the Council.

Responding to Councilman Watkins question, Director Soeken stated that as part of the Parks and Recreation Master Plan, they will not only look at existing parks, but will also evaluate other greenspace owned by the City to determine whether those areas should continue to be greenspace or whether there could be things added.

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

Councilman Levin moved that the Council approve Consent Agenda Items A through G on the Consent Agenda. Councilman Bailey seconded the motion and the motion carried unanimously.

NEW BUSINESS

A. Ward 4 City Council Vacancy Interviews and Appointment.

Mayor Hepperly explained that Councilwoman Jenna Brofsky resigned as Ward 4 Councilmember in January because she moved from Ward 4 to Ward 2. A notice of the vacancy was published and five applications were received. The applicants were then to be interviewed by the remaining Councilmember from Ward 4, (Councilwoman Keys), the Mayor, and the Council President. Because former Councilwoman Brofsky was the Council President, only Councilwoman Keys and Mayor Hepperly interviewed the candidates. Following the interviews, the five candidates were reduced to two finalists, Whitney Henley and Cassie Thompson. Through a number selection process, Whitney Henley was interviewed first by the Council.

Whitney Henley

Ms. Henley explained that she served as secretary on the Board of the North Central College Health Association when she was with a former employer in Wisconsin for one term of two years. She thinks the three most important services or amenities in Fairway are Police, Public Works and Parks and Recreation. She described her leadership style as listening and working collaboratively with a common goal and being goal and process oriented. As for how she would handle difficult conversations, Ms. Henley stated that with her research background, it is natural for her to gather as much information as possible and take the time to listen to everyone. This allows for her to have the big picture during the decision-making process, so she can act accordingly. She is interested in becoming a Councilmember in order to take the opportunity to serve the City that she loves. She does not think Fairway has many problems because it is a beautiful place to live with friendly neighbors and great services. As for an issue or topic that she would like to see addressed, Ms. Henley sees some lack of engagement among community members and believes it is important to have a balance of communication to make sure that the community has the information they need and has the opportunity to become involved. Ms. Henley has been a resident of Fairway for nine years. Responding to a question concerning how she would deal with folks that do not share her view point, Ms. Henley stated that she strives to be respectful of people's differing beliefs and would make sure that everyone at the table is heard and understood. She added that even if she does not get her way or others do not get their way, everyone should be treated professionally and respectfully. She added that her family's favorite parts of Fairway are the pool and Peterson Park.

Cassie Thompson

Ms. Thompson stated that one issue she is concerned with is storage of trash containers. She stated that while each Ward has a very distinct personality, in Ward 4, the homes are older and have very little garage space. She discussed her educational background and degree in mechanical engineering from UMKC. As for why she decided to apply for the Council position, Ms. Thompson stated that she felt it was her civic duty. She thinks the best way to engage with fellow residents is the same as she does now, by talking with neighbors when she is walking her dog and hosting block parties where she gets to visit with neighbors. She has children and they spend a lot of time at the pool and they also live two blocks from the Creamery so they spend a good amount of time there. She discussed professional boards she has been on, including a business resource group at Evergy, where she is currently employed. She is events chair and coordinator and takes care of planning for speakers and events throughout the year. She is also a member of the recruitment board at UMKC. To Ms. Thompson, the three most important services provided by the City are Public Works, Police and Planning.

Mayor Hepperly thanked both applicants for their interest in being on the Council.

Mayor Hepperly asked for a voice vote from each Councilmember for the applicant they select.

Councilwoman Keys selected Cassie Thompson.
Councilman Levin selected Whitney Henley.
Councilman Bailey selected Cassie Thompson.
Councilman Story selected Whitney Henley.
Councilwoman Buszek selected Whitney Henley.
Councilman Williams selected Whitney Henley.
Councilman Watkins selected Whitney Henley.

Mayor Hepperly announced that Whitney Henley has been selected as the new Ward 4 Councilmember.

City Clerk Aldridge conducted the swearing in ceremony for Councilwoman Henley and Ms. Henley took her seat on the dais.

B. Consider Resolution 2025-B – A Resolution Adopting the Kansas Region L Hazard Mitigation Plan.

City Administrator Nogelmeier stated that this Resolution relates to the annual five-year review of the Region L Hazard Mitigation Plan. There are a number of items identified within the Plan for possible projects for the City to undertake to mitigate hazards, for example, protecting City buildings from fire to protecting public infrastructure from flooding. The City is not required to do any of the projects listed, but the Council is required to adopt the Hazard Mitigation Plan to remain eligible for federal funding.

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 Watkins moved that the Council approve Resolution 2025-B – A Resolution Adopting the Kansas Region L Hazard Mitigation Plan. Councilman Williams seconded the motion and the motion carried unanimously.

C. Consider Resolution 2025-C – A Resolution Acknowledging and Amendment to the Development Agreement with Fairway AA, LLC.

City Administrator Nogelmeier explained that this Resolution relates to an amendment to the Development Agreement approved several years ago with Fairway AA, LLC, the active adult complex being constructed in the Office Park. The Development Agreement went into effect on January 1, 2024 and the developer has requested a delay in the annual payment for public safety until September 30, 2025. Because construction is still underway and they are not yet receiving revenue, staff and legal counsel agree the request is reasonable. The developers did make the payment owed to the City in 2024, and they have already made the 2025 payments to the civic organization, the Shawnee Indian Mission Foundation, and the Fire District.

Secondly, the project is set for substantial completion in July; however, the severe weather in January has set them back so they are also requesting an extension to the end of the calendar year for completion. Staff and legal counsel are supportive of the extension request.

Responding to Councilwoman Buszek's question, City Administrator Nogelmeier explained that total payment due to the City is \$116,000. According to the Development Agreement, \$102,000 is due for public safety and there will also be a separate public safety payment of \$14,000. Although the officer has already been hired, the funds are available and can be floated until the payment is received in September.

City Administrator Nogelmeier added that according to the Development Agreement, the developer will be making the \$116,000 public safety payment to the City of Fairway for the next 20 years, along with a 2 percent escalator each year. The separate \$14,000 payment will not change for the life of the Tax Increment Financing (TIF) Agreement.

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

Councilman Williams moved that the Council approve Resolution 2025-C – A Resolution Acknowledging and Amendment to the Development Agreement with Fairway AA, LLC. Councilwoman Hensley seconded the motion and the motion carried unanimously.

D. Consider Amendment to Agreement with Burns & McDonnell for 2025-2026 CARS Application to Study Feasibility of Improvements to 53rd Street and to Conduct a Warrant Analysis.

Director Stogsdill explained that this Amendment is to the current Agreement with Burns & McDonnell for 2025-2026 projects. The Amendment will add a study of the 53rd Street and Canterbury corridor to provide a warrant analysis for a crosswalk and installation of sidewalks along the south side of 53rd Street. The schedule shows a completion date of March 3, 2025 so the project will begin soon.

Director Stogsdill introduced Jason Meyer, Project Lead, and Phil Herman, both of Burns & McDonnell, and indicated that they were available for questions from the Council.

Mayor Hepperly explained that she has received many emails concerning the heartbreaking accident that occurred and there are also many people in the audience this evening. Immediately after the accident, she met with Chief Thurlo, Director Stogsdill and the City Administrator Nogelmeier to discuss a plan of action. Director Stogsdill met with the engineer the following morning and the engineer is expediting the warrant analysis.

Mayor Hepperly asked for questions from the Counsel.

Councilmember Bailey pointed out that the proposal is broken out in phases and he asked if the analysis does not recommend a crosswalk, whether the other phases would be implemented.

Director Stogsdill responded that the City would like to get the sidewalk on 53rd Street installed. If a push-button crosswalk does not pass the warrant analysis, then the City could look at the Rectangular Rapid Flashing Beacon (RRFB), which is also included in the proposal.

As for process, City Administrator Nogelmeier explained that 53rd Street is considered a County Assisted Road System (CARS) road so any work the City would do there would potentially be eligible for up to 50 percent reimbursement from the County. The application deadline for CARS projects for 2026 is March 8, 2025, so they are trying to move quickly. The City is required to follow the Manual for Uniform Traffic Control Devices (MUTCD) guidelines, so if the City is planning to install some sort of an engineered solution, such as a crosswalk, (whether it has lights associated with it or not), the City is bound by the MUTCD standards, as well as requirements from other standard-setting Boards. The warrant analysis is data driven and will study traffic and pedestrian counts to determine whether any of the proposed solutions are available. The City is looking at all possible solutions, but it is not a matter of the City just going out and doing what it wants.

Mayor Hepperly added that things are more complicated because there are three parties involved – St. Agnes School, the City of Fairway, and the City of Roeland Park.

Councilwoman Buszek thanked all the residents who emailed Councilmembers and also thanked those who have attended the meeting.

Responding to Councilwoman Buszek's question, Director Stogsdill stated that he has talked with the City of Roeland Park and they are very interested in seeing what the study produces.

Councilman Watkins asked what the warrant analysis entails.

Phil Herman, from Burns & McDonnell, stated that the analysis is of vehicular and pedestrian volumes and then determining if those volumes meet the threshold of criteria required. Based on those results, the options could be installing a traffic signal or a pedestrian beacon. But, whatever the installation, the criteria in the MUTCD must be met before anything can be installed.

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

Brandon Newell, 5340 Canterbury Road, discussed the accident that occurred on Wednesday, January 29, 2025 at 3:20 p.m. His two youngest children, ages 10 and 7, were attempting to cross the street after school at St. Agnes Catholic School at the intersection of West 53rd Street and Canterbury Road. They have crossed the street probably thousands of times. Unfortunately, they were struck by a car and injured. His son broke his ankle. The lack of sidewalks on West 53rd Street prevents anyone from crossing the street so the options are to cross the street there or walk across people's yards to go to distant crosswalks. In 2004, the crosswalk at that location was removed and was never reinstalled. He also understands that a portion of the street was classified as a school zone in the past but it is not currently and thus, has a higher listed speed limit. This incident underscores the urgent need to reassess the speed limits in the area to establish a crossing point, with signage, speed bumps, or a school zone to help protect children and other pedestrians from similar accidents. The foot traffic in the area, especially given St. Agnes Catholic School, St. Agnes Catholic Church, Bishop Meigs High School and parking lot, KU parking, annual fireworks and Shawnee Indian Mission events is higher than ever. Mr. Newell thanked the City for its rapid and amazing support. He understands there will be a study to determine the next steps to address the issue. He believes community safety is a shared responsibility so everyone is a part of the solution. Last week they attended the City Council meeting in Roeland Park to inform them of the accident. Roeland Park expressed willingness to work with Fairway to make the streets safer for everyone. They are fortunate that their children survived the accident, but they want to do all they can to prevent future accidents or potential deaths, not only for their children, but for their friends and neighbors. They look forward to seeing what changes can be implemented to make walking around Fairway safer.

Gene Sands, 5341 Canterbury, understands there are requirements for the MUTCD; however, he asked what the plans are if the results of the study do not allow for a crosswalk and whether the City would commit to putting in a crosswalk for the benefit of children and residents.

City Administrator Nogelmeier responded that the City does not have the latitude to go against what the MUTCD suggests or requires. Once the data from the analysis is obtained, it gets measured against the requirements of the MUTCD and then hopefully, the engineers will come up with a variety of solutions for the Council to consider. The data from the study will be shared on the City's website.

Cassandra Newell, 5340 Canterbury Road, explained that when they moved to their home nine years ago, they were excited to be close to the school and the church, which are right down the street. They thought as their kids grew, they could walk and bike to school and have an active, healthy and independent lifestyle. However, she will never forget January 29. She received a phone call with her daughter screaming and crying in the background and was told that her children were hit by a car. She rushed to the accident and found her son lying on the street wincing in pain and holding his leg. Her daughter was crying and cradling her arm. Ms. Newell explained that she is a pediatric nurse practitioner so she began triaging their injuries and comforting them. St. Agnes teachers, the

principal, the Church staff and Priest were there. The Roeland Park and Fairway Police and paramedics arrived quickly to assess the situation. She is grateful for their swift and professional response. Her children went to the emergency department and received evaluation and care and by the grace of God, they escaped with minor injuries. While they are on the path to recovery, both physically and emotionally, it has been difficult. And, the memory of being hit by a car is a trauma that will never fade although they have to face the scene of the accident every day. She asked that Fairway work with Roeland Park to help protect children and residents by reassessing the speed limit, the school zone and crosswalk reinstallation at the location. She asked that the Council help to make the community and neighboring cities safe and healthy for all.

Laura Steele stated that she is a resident of Westwood and is on the Westwood City Council. She explained the pedestrian and bicycling improvements that are happening on Misson Road and wondered if those same improvements could be extended down 53rd Street with the inclusion of bike lanes, crosswalks, street lighting, and pedestrian scale lighting. She thinks that those things would go a long way to increase the safety for students and residents who are walking along the corridor.

Kim Thurman, 5300 Canterbury, stated that she has lived in Fairway for over 30 years. She thinks that an accident was bound to happen because Mission Road has turned into Mission Speedway. She added it is incredibly difficult to get in and out of her own driveway without getting creamed. She hopes that the study comes through but if that doesn't work, she suggested short-term solutions like painting white stripes and the word "slow" on the road or hiring volunteer crossing guards.

Leslie Creel, 3006 West 51st Terrace, stated that her children also attend St. Agnes School. She stated that they are very lucky to have a crosswalk button to push; however, many times she and her children have almost been hit by cars coming around the corner who fail to stop at the crosswalk red light. She has notified the Westwood Police and has asked for some Police support to scare people from speeding. There are also sight line issues at the crosswalk from neighboring trees. She suggested that the City check the speeds on Mission Road in the mornings and the afternoons so they can see just how unsafe it is.

Mayor Hepperly asked for additional public comment. Hearing none, she asked for a motion.

Councilman Watkins moved that the Council approve Amendment to Agreement with Burns & McDonnell for 2025-2026 CARS Application to Study Feasibility of Improvements to 53rd Street and to Conduct a Warrant Analysis, with the cost of approximately \$30,000.00 to be paid from the contingency fund. Councilwoman Buszek seconded the motion.

Councilman Bailey announced that he would be abstaining from the motion because his wife is a Burns & McDonnell employee.

Following discussion, the motion carried 7 to 1 with 1 abstention.

E. Executive Session: Attorney/Client Consultation

Councilman Watkins moved that the City Council recess into Executive Session for 30 minutes to obtain legal advice in terms of a funding agreement between the City and the developer seeking to redevelop the former Houlihan's site pursuant to the attorney client consultation exception, KSA 75-4319(b)(2). The Executive Session will include the City Attorney and City Administrator. The open meeting will resume in the City Council chamber at 8:15 P.M.

The Council recessed into Executive Session at 7:45 P.M.

The Council reconvened at 8:30 P.M.

F. Presentation: 2820 W. 53rd Street Concept.

Mayor Hepperly introduced Whitney VinZant, who is a local restaurateur in Kansas City who will be giving a presentation concerning the property at 2820 W. 53rd Street.

Whitney VinZant, 2015 Drury Lane, Mission Hills, Kansas, stated that he is the founder and owner of W. VinZant Restaurants, a Kansas City headquartered restaurant group. Within the group, they have 12 different concepts and operate 17 different properties, as well as a private event business. He presented the proposal for the restaurant called The Fairway, located at the former Houlihan's space at 2830 W. 53rd Street. The concept will be based off of the Brew Top Pub and Patio which currently has two locations in Kansas City, and will serve elevated food and be a great place to socialize for the surrounding communities. He presented renderings of The Fairway restaurant, which will have an expanded patio area with firepits and landscaping. The menu will be elevated to what they think Fairway would like, similar to their Graham and Dunn restaurant on the Plaza, BRGR, and the Taco Republic restaurant in Corinth Square. The construction materials will be sustainable. The restaurant will employ over 80 people and will bring sales and property taxes to the City. The proposal for a Funding Agreement is required because the restaurant property has been vacant for five years and will need a significant amount of investment. They plan for the restaurant to close at midnight, understanding that those final hours are usually the most profitable for a restaurant business. They will use local contractors and will work with Chief Thurlo if additional security is needed. He offered to answer questions from the Council.

Mayor Hepperly asked if there were questions from the Council.

Responding to Councilwoman Henley's question, Mr. VinZant stated that the restaurant would open at 11:00 A.M. on weekdays and because they anticipate

having a strong brunch crowd, on Saturday and Sunday, they plan to open at 9:00 A.M.

Responding to Councilman Story's question, Mr. VinZant stated that they have a good idea of menu items that would be successful based on their other restaurants in the area. They employ chefs that provide an elevated experience with made from scratch food that takes a longer time to prepare. They are also flexible and would invite discussion on menu items.

Responding to Councilwoman Buszek's question concerning how the restaurant would fit in with the Fairway Shops, Mr. VinZant stated that he considers the Fairway Shops area to be authentic, with Rainy Day Books and the other shops in the area. They would like to preserve that feel and will use authentic materials and hire a team that will carry through that quality and service on a daily basis.

Furthe responding, Mr. VinZant added that the restaurant business in general is not great throughout the metro and there has been more attrition occurring in fast food rather than full-service restaurants. To combat that situation, they have looked at their teams and focused on the people who run the restaurants.

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

Eugene Young, 5622 Chadwick, explained that he is the City Historian. He discussed the history of the building, explaining that it was built in 1941 and at that time was the only first run movie theater in Johnson County. The other shops were not built until the late 1940's. The building is an anchor for the City and deserves the ability to provide tax income for the City. He thinks that the City should do everything it can to help the restaurant be successful.

Tyler Enders, 4987 Ward Parkway, Kansas City, Missouri stated that he is one of the owners of Rainy Day Books and Front Range. He is a huge fan of local ownership and of the W. VinZant team and he trusts they know their business and will carry on their legacy. He thinks that the proposed restaurant will be responsive and respectful to the neighborhood and it will also be owned by someone who is part of the neighborhood so he is excited about that.

Christy Hayes, 5425 Aberdeen, stated that she is very encouraged about the concept and is glad the proposed restaurant is not a reiteration of an existing restaurant. One of her favorite restaurants in the area is the French Market in Prairie Village. She asked if the new restaurant would offer fresh grab-and-go options. She also asked if Mr. VinZant would source with local partners, like Local Pig and Roots for Refugees, which sells locally grown produce.

Mr. VinZant responded that he had not really considered grab-and-go options but they do have that option at some of their other local restaurants so that would be considered.

As for local sourcing, Mr. VinZant explained that their company does a tremendous amount of local sourcing. They currently source from 28 different local farms. It is a passion of the company and is certainly something they would plan to do at The Fairway.

Eric Smith, 5346 Belinder, stated that he fully supports the concept. He thinks it would be a tragedy to let anything other than a locally owned restaurant go into that space.

Jeannie Brown, 5645 State Park Road, agreed with Mr. Smith's comments. She also pointed out that the walkability factor is important and because the neighborhood is so compact, the restaurant would be a great gathering place.

Garrett Gates, 5310 Canterbury, asked if the restaurant would be family oriented or if it would be more like a bar hangout.

Mr. VinZant responded that he has four children and understands that it is difficult oftentimes and takes a lot of planning to go to a restaurant with children. They understand that the restaurant will be located in a residential area and they have the knowledge and understanding to take care of families while also understanding that there will be certain days or nights of the year when the patrons will be more adult oriented.

Mayor Hepperly asked if there was additional public comment. Hearing none, she closed public comment on this item.

G. Consider Funding Agreement Regarding 2820 W. 53rd Street.

City Administrator Nogelmeier explained that in general, Funding Agreements are standard agreements that are used between a potential developer and a City and are the first step to the potential of establishing a Development Agreement. A Development Agreement focuses on negotiated terms for public incentives that would be available to the developer as part of a project. Currently, there are two projects in Fairway that have active public incentive agreements – The Fieldston, which is under construction, and the building at 4200 Shawnee Mission Parkway where Starbucks is located. Funding Agreements do not commit the City or the developer into actually moving forward with the development project, but they do outline the potential for a public/private financing mechanism that is available under Kansas State Statutes. The City would not normally budget for the legal costs associated with the financial analysis needed to determine if a Development Agreement that would include actual public incentives is feasible, so those costs would be paid by the developer. This is the first step in the process. Any discussions concerning terms of a potential public incentive would be the next step in the process.

Mayor Hepperly asked for questions or discussion from Council. Hearing none, she asked for public comment on this item.

Calvin Chestnut, 5447 Canterbury, questioned the number of Community Improvement Districts (CIDs) that are currently going on in Fairway.

City Administrator Nogelmeier explained that the active adult apartment complex is a Tax Increment Financing (TIF) District and the CID is the building ownership group at 4200 Shawnee Mission Parkway where the Starbucks is located.

Mr. Chestnut noted concerns about fraud related to CIDs and asked who would audit the process.

City Administrator Nogelmeier responded that the City will internally audit the CID and those audits are submitted to the State.

Mr. Chestnut stated that he thinks the concept for the project is good, especially because the building has been vacant for five years; however, he thinks that some kind of claw-back might be appropriate because the restaurant business is very cyclical.

Eric Smith, 5346 Belinder, stated that he supports the use of a CID for this type of business.

Mayor Hepperly asked for additional public comment. Hearing none, she asked for a motion.

Councilman Watkins moved that the Council approve the Funding Agreement Regarding 2820 W. 53rd Street and authorize the Mayor to sign the Agreement. Councilman Williams seconded the motion and the motion carried unanimously.

H. Election of City Council President.

Mayor Hepperly asked for nominations for Council President.

Councilman Levin nominated Councilman Watkins for the position of Council President.

Mayor Hepperly asked for other nominations. Hearing none, she closed nominations.

A vote followed and all Councilmembers approved the nomination of Councilman Watkins as Council President.

COMMENTS BY GOVERNING BODY

Mayor Hepperly asked for comments by the Governing Body.

Councilman Watkins thanked everyone who attended and participated in the meeting and he encouraged everyone to sign up for the email program, visit the website, and become engaged with the City.

Councilwoman Buszek also thanked attendees and encouraged them to stay active and follow the issues discussed this evening because the Council is going to do the best thing for the City of Fairway.

Mayor Hepperly explained that she believes in total transparency and she will not falter from that. She will keep residents apprised of everything that is going on and there are lots of ways that the City communicates with residents. She encouraged residents to read the information sent to them by the City.

Councilman Story also thanked the attendees, stating that government works best when everyone works together.

PUBLIC COMMENT

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

Executive Session: Attorney/Client Consultation

Councilwoman Keys moved that the City Council recess into Executive Session for 30 minutes to obtain legal advice about pending litigation involving the City pursuant to attorney client consultation exception, KSA 75-4319(b)(2). The Executive Session will include Special Counsel, the City Attorney and City Administrator. The open meeting will resume in the City Council chamber at 9:25 P.M.

City Administrator Nogelmeier stated that following the Executive Session, there will be no additional action by the Council.

The Council recessed into Executive Session at 8:55 P.M.

The Council reconvened at 9:25 P.M.

ADJOURNMENT

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

_____ moved that the Council adjourn. _____
seconded the motion and the motion carried unanimously.

The meeting adjourned at _____ P.M.

Mayor Melanie Hepperly

Attest:

Barb Fox, Recording Secretary

City of Fairway
ORDINANCE #1822
February 1, 2025 - February 28, 2025

Vendor ID	Vendor	Account	Account Description	Date	Reference	Amount	Memo
GIPHEI REIM	Heidi Gipple	4590.100	Facility Rental Fees	02/19/25	2/13/25 Pool Tre	25.00	Reimbursed for Pool Trellis area
SMIKAI REIM	Kaitlin Smith	4590.100	Facility Rental Fees	02/11/25	2/6/25 Nerf Rent	40.00	Switched to nerf party package
Total General Operating						65.00	
JCW 64121	Johnson County Wastewater	5230.411	Utilities	02/11/25	3920 2/4/25	31.14	12/3/24 to 1/1/25 City Hall
KGS	Kansas Gas Service	5230.411	Utilities	02/19/25	7073 2/13/25	375.20	1/10/25 to 2/10/25 City Hall
UNIPRI	Fiber Platform, LLC	5230.411	Utilities	02/05/25	SI25004725	900.00	Feb. fiber
VERIZO	Verizon Wireless	5230.411	Utilities	02/05/25	6104356741	131.53	December - January cell phones/surface pro/field tablet
WATERO6412	Water District No. 1 of Johnson County	5230.411	Utilities	02/19/25	4793 2/5/25	36.81	1/2/25 to 2/3/25 City Hall
KCLGRO	KCL Group Benefits	5250.411	Insurance	02/03/25	3216 1/11/25	112.70	February Life Insurance Premiums
MIDPUB64055	Midwest Public Risk	5260.411	Health Insurance	02/05/25	2/2025 Final Inv	7,692.50	February Health Insurance
DOODYC	DoodyCalls of Kansas City MO	5320.411	Consultant/Engineering	02/26/25	KAN0250843	220.00	Service dog station
DOODYC	DoodyCalls of Kansas City MO	5320.411	Consultant/Engineering	02/26/25	KAN0261884	330.00	Service dog station
ELEVAT	Elevator Safety Services, Inc.	5330.411	Building Maintenance	02/05/25	37533	310.00	Elevator inspection
JANPRO	KCJP LLC	5330.411	Building Maintenance	02/05/25	90142	695.00	City Hall cleaning
JAYWIN	Jayhawk Window Cleaning Co., Inc.	5330.411	Building Maintenance	02/05/25	2/3/25 City Hall	60.00	City Hall window cleaning
JEREMYELEC	Jeremy Electrical	5330.411	Building Maintenance	02/19/25	26652	225.00	City Hall lights evaluation / repair
ACEIMA	Ace ImageWear	5370.411	Equipment Maintenance & Licenses	02/19/25	1469577	78.88	Floor Mats
KELLER	Keller Fire & Safety	5370.411	Equipment Maintenance & Licenses	02/19/25	360424	106.05	Fire extinguisher inspection
KONICA75312	Konica Minolta Bus Solutions USA Inc	5370.411	Equipment Maintenance & Licenses	02/05/25	297817547	240.00	Dec copier usage
PITNEY 1022	Pitney Bowes Global Financial Services LLC	5370.411	Equipment Maintenance & Licenses	02/19/25	3320331112	171.30	Postage meter lease
JOWYCO 6606	Johnson & Wyandotte Counties Council of Mayors	5380.411	Training/Membership	02/05/25	1/29/25	400.00	Council of Mayors Holiday Social
NEJCCH	NEJC Chamber of Commerce	5380.411	Training/Membership	02/26/25	43401	550.00	State of the cities luncheon
GFL	GFL Environmental	5470.411	City Solid Waste and Recycling	02/19/25	AS0001342660	29,736.90	March city solid waste
JOHNAM	John A Marshall Company	5700.411	Office Supplies	02/26/25	557595	1,249.83	Nathan's office chair
SYSCO	Sysco Kansas City, Inc	5700.411	Office Supplies	02/05/25	6578504562	99.18	Paper towels
USPOST	U.S. Postal Service	5730.411	Postage	02/26/25	2/20/25 Ck Req	1,200.00	Bulk postage for newsletter
LEXING	Lexington Plumbing and Heating Company	5951.411	Contingency	02/26/25	171258	10,637.00	Pool water line repair
Total Administration						55,589.02	
ETI	Electronic Technology Inc.	5220.412	License Fees	02/05/25	23877	2,275.00	ALPRWeb Annual Cooperative Sharing Service Connection
KGS	Kansas Gas Service	5230.412	Utilities	02/26/25	5127 2/13/25	304.28	1/10/25 to 2/10/25 5252 Belinder
VERIZO	Verizon Wireless	5230.412	Utilities	02/05/25	6104356741	933.87	December - January, Cells, Surface Pro and Field Tablet
WATERO6412	Water District No. 1 of Johnson County	5230.412	Utilities	02/19/25	1151 2/5/25	33.25	1/1/25 - 2/3/25 PD
MIDPUB64055	Midwest Public Risk	5260.412	Health Insurance	02/05/25	2/2025 Final Inv	8,275.60	February Health Insurance
OPTUMB	Optum Bank	5260.412	Health Insurance	02/05/25	6131 1/23/25.	41.67	ER HSA Contributions
JANPRO	KCJP LLC	5330.412	Building Maintenance	02/19/25	81640	465.00	3/1/24 to 3/31/24 janitorial service
JANPRO	KCJP LLC	5330.412	Building Maintenance	02/19/25	82460	465.00	4/1/24 to 4/30/24 janitorial service
JANPRO	KCJP LLC	5330.412	Building Maintenance	02/19/25	83349	465.00	5/1/24 to 5/31/24 janitorial service
JANPRO	KCJP LLC	5330.412	Building Maintenance	02/19/25	85048	465.00	7/1/24 to 7/31/24 janitorial service
JANPRO	KCJP LLC	5330.412	Building Maintenance	02/19/25	86772	465.00	9/1/24 to 9/30/24 janitorial service
JANPRO	KCJP LLC	5330.412	Building Maintenance	02/19/25	87662	465.00	10/1/24 to 10/31/24 janitorial service
JANPRO	KCJP LLC	5330.412	Building Maintenance	02/19/25	88531	465.00	Janitorial service 11/1/24 to 11/30/24
JAYWIN	Jayhawk Window Cleaning Co., Inc.	5330.412	Building Maintenance	02/05/25	2/3/25 Police De	35.00	2/3/25 Police Department
KELLER	Keller Fire & Safety	5330.412	Building Maintenance	02/19/25	360425	106.05	P.D bldg fire extinguisher
KONICA60055	Konica Minolta Bus Solutions USA Inc	5360.412	Printing	02/19/25	500251502	22.85	January copier usage
BLUETO	Blue to Gold, LLC	5380.412	Training	02/26/25	BTGLOTE113553	225.00	Bliss training
REJISC	REJIS Commission	5455.412	Computer	02/05/25	546581	1,181.88	LEWeb Subscription
REJISC	REJIS Commission	5455.412	Computer	02/19/25	540991	504.75	IMDSPlus Oct Court system
REJISC	REJIS Commission	5455.412	Computer	02/19/25	542909	504.75	IMDSPlus Nov Court system
ANGELA	Angel Armor	5475.412	Equipment Purchase	02/19/25	INV12473	1,313.00	Vest for Bliss
ETI	Electronic Technology Inc.	5475.412	Equipment Purchase	02/05/25	23427	945.00	Configure cradlepoint in PD car

ACULAS	Aculas LLC	5720.412	Miscellaneous	02/19/25	11296	205.00	New Hire durg/physical
SHAFOR	Shawnee Mission Ford, Inc.	5780.412	Car Expense	02/19/25	7098273	1,277.10	Maintenance on car
SHAFOR	Shawnee Mission Ford, Inc.	5780.412	Car Expense	02/19/25	7100151	88.95	Oil change
SHAFOR	Shawnee Mission Ford, Inc.	5780.412	Car Expense	02/19/25	7120031	63.45	Oil change
WEXBAN 4337	Wex Bank	5780.412	Car Expense	02/05/25	102206816	1,550.46	PD fuel
Total Police Department						23,141.91	
EEDWAR6610	E. Edwards- Kansas City	5200.413	Uniforms	02/26/25	2/25/25 Chris Bo	91.95	Boots for Chris PW
EEDWAR6610	E. Edwards- Kansas City	5200.413	Uniforms	02/26/25	2/25/25 Rick Boo	186.55	Boots for Rick PW
CHARTE 2085	Charter Communications	5230.413	Utilities	02/05/25	1.52194E+14	434.97	Monthly phone & internet PW
JANPRO	KCJP LLC	5230.413	Utilities	02/05/25	90241	190.00	Monthly cleaning PW
KELLER	Keller Fire & Safety	5230.413	Utilities	02/19/25	360426	294.54	Annual inspection PW
KGS	Kansas Gas Service	5230.413	Utilities	02/19/25	2273 2/13/25	653.36	1/10/25 to 2/10/25 4717 PW
KSONEC	Kansas One-Call System, Inc.	5230.413	Utilities	02/05/25	5010248	114.38	PW monthly dig safe locates
PRAXAI60055	Linde Gas & Equipment Inc.	5230.413	Utilities	02/11/25	47842433	65.99	Monthly cylinder rental
VERIZO	Verizon Wireless	5230.413	Utilities	02/05/25	6104356741	80.02	December - January Surface Pro and Field Tablet
WATERO6412	Water District No. 1 of Johnson County	5230.413	Utilities	02/05/25	7127 1/16/25	59.41	Monthly various PW
WATERO6412	Water District No. 1 of Johnson County	5230.413	Utilities	02/19/25	3217 2/5/25	33.26	Monthly 4717 PW
MIDPUB64055	Midwest Public Risk	5260.413	Health Insurance	02/05/25	2/2025 Final Inv	8,165.10	February Health Insurance
OPTUMB	Optum Bank	5260.413	Health Insurance	02/05/25	6131 1/23/25.	125.00	ER HSA Contributions
OPTUMB	Optum Bank	5260.413	Health Insurance	02/19/25	2/14/25 Ck Req	125.00	ER HSA Contributions
BLACKM6900	Black & McDonald	5580.413	Street Lights	02/11/25	761744067	1,102.15	Monthly street light maintenance PW
EVERGY	Evergy	5580.413	Street Lights	02/11/25	8364 1/30/25	639.99	Monthly streetlights PW
EVERGY	Evergy	5580.413	Street Lights	02/19/25	4930 2/3/25	7,397.23	Monthly signals PW
BALLS	Balls Food	5720.413	Miscellaneous	02/19/25	84583	23.94	Water PW
GFL	GFL Environmental	5760.413	Dump Fees	02/19/25	AS0001340760	659.65	Dumpsters PW
APPMAI60673	Applied Industrial Technologies	5770.413	Materials/Supplies	02/05/25	7031310672	109.56	Scoop shovel PW
APPMAI60673	Applied Industrial Technologies	5770.413	Materials/Supplies	02/05/25	7031358629	330.17	First AID Meds & snow shovels PW
CITLEN17101	City of Lenexa	5770.413	Materials/Supplies	02/05/25	2147	946.83	KCMMB Membership concrete PW
CITLEN17101	City of Lenexa	5770.413	Materials/Supplies	02/05/25	2165	534.88	Annual KCMMB Asphalt PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies	02/19/25	88897	1.21	PVC 90 Elbow PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies	02/19/25	99975	34.18	Paint marking gun PW
NAPA 75284	NAPA	5770.413	Materials/Supplies	02/26/25	319350	99.57	Air filters & PWR steering fluid PW
WEXBAN 4337	Wex Bank	5780.413	Vehicle Expense	02/19/25	102876764	1,641.84	Monthly fuel PW
Total Public Works						24,140.73	
MIDPUB64055	Midwest Public Risk	5260.414	Health Insurance	02/05/25	2/2025 Final Inv	863.60	February Health Insurance
BENMAR 1099	Maria Benitez	5350.414	Legal Fees	02/26/25	1/14/25 Translat	150.00	1/8/25 traffic court translator
BREWER	The Brewer Law Group, LLC	5350.414	Legal Fees	02/26/25	112	1,200.00	Prosecutor
STRATE	Strategos International, LLC	5350.414	Legal Fees	02/19/25	117959	296.00	Court security
TRANSL	Vertex Corporation	5350.414	Legal Fees	02/26/25	INV9323	164.00	10/19/22 Court translator
TRANSL	Vertex Corporation	5350.414	Legal Fees	02/26/25	INV10195	211.00	4/19/23 Court translator
TRANSL	Vertex Corporation	5350.414	Legal Fees	02/26/25	INV11386	183.90	12/20/23 Court Translator
Total Court						3,068.50	
KGS	Kansas Gas Service	5230.415	Utilities	02/19/25	1445 2/10/25	772.14	1/8/25 to 2/5/25 Pool
VERIZO	Verizon Wireless	5230.415	Utilities	02/05/25	6104356741	161.54	December - January phone and cell phone
WATERO6412	Water District No. 1 of Johnson County	5230.415	Utilities	02/19/25	1046 2/5/25	654.75	1/2/25 to 2/3/25 Pool
WATERO6412	Water District No. 1 of Johnson County	5230.415	Utilities	02/19/25	5068 2/5/25	16.83	1/2/25 to 2/3/25 KLF Park
MIDPUB64055	Midwest Public Risk	5260.415	Health Insurance	02/05/25	2/2025 Final Inv	3,173.90	February Health Insurance
OPTUMB	Optum Bank	5260.415	Health Insurance	02/05/25	6131 1/23/25.	83.34	ER HSA Contributions
OPTUMB	Optum Bank	5260.415	Health Insurance	02/19/25	2/14/25 Ck Req	83.34	ER HSA Contributions
KCMPRD	KCMPRDA	5380.415	Training	02/11/25	2/10/25	75.00	KC Metro Parks & Rec Director Association
NATCEN	National Center for Safety Initiatives, llc	5380.415	Training	02/05/25	53864	18.50	Employee Background Check
STARG	Starguard Elite	5380.415	Training	02/05/25	INV202500207	3,540.00	Lifeguard training
SOEBRI REIM	Brice Soeken	5420.415	Reimbursed Expenditures	02/11/25	1/27-30/25 Milea	158.51	Mileage reimbursement
KELLER	Keller Fire & Safety	5605.415	Maintenance	02/19/25	360427	282.89	Pool extinguisher inspection/maint.
RECDES	RecDesk LLC	5610.415	Operating Supplies	02/19/25	2/14/25 Subscipt	4,095.00	RecDesk Software - Annual subscription

JCW 64121	Johnson County Wastewater	5630.415	Taxes 02/11/25	2652 2/4/25	75.70	12/3/24 to 1/1/25 Pool
INFLAT	Emily Thibault	5840.415	Facility Rental Supplies 02/26/25	53	150.00	Gymnastic party bounce house rental
PIZZA51	Pizza 51	5840.415	Facility Rental Supplies 02/19/25	12/1-1/26/25EXP	1,317.56	Pizza party packages at City Hall
DOLLAM	Dollamur Sport Surfaces	5900.415	Capital Outlay 02/05/25	12793	8,497.80	Gymnastics Mats
TAYLOR	Taylor & Associates, Inc.	5900.415	Capital Outlay 02/26/25	21571	15,486.11	Pool Furniture
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming 02/05/25	1/31/25 MST	240.00	4 Mindful Strength Training in January
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming 02/05/25	1/31/25 Yoga	180.00	3 Tuesday chair yoga in January
HOLGOO	HolidayGoo Inc.	5931.415	Special Events 02/11/25	20984	566.00	Egg Hunt Eggs
Total Parks and Recreation					39,628.91	
TREKGD	Trekk Design Group, LLC	5017.540	Stormwater Projects 02/19/25	25000178	11,575.20	2025 Stormwater design PW
WATRES	Water Resources Solutions	5017.540	Stormwater Projects 02/11/25	2024044002	8,430.00	State Park Road Study
KSTREA	Kansas State Treasurer	5205.540	Bond Payment 02/26/25	88653	10,682.00	Interest Payment
Total Stormwater Utility Fund					30,687.20	
KSTREA	Kansas State Treasurer	5206.660	Bond Payment - 2016A GO 02/26/25	88653	11,118.00	Interest Payment
KSTREA	Kansas State Treasurer	5207.660	Bond Payment- 2019 A 02/26/25	88653	19,957.50	Interest Payment
Total Debt Service Fund					31,075.50	
KSTREA	Kansas State Treasurer	5942.665	Bond Payment - 2015A GO 02/26/25	88653	24,262.50	Interest Payment
Total Sales Tax Reserve Fund					24,262.50	
EVERGY	Evergy	5230.760	Utilities 02/26/25	9880 2/21/25	179.73	1/21/25 to 2/20/25 SIM East Bldg
JCW 64121	Johnson County Wastewater	5230.760	Utilities 02/11/25	468 2/4/25	27.56	12/3/24 to 1/1/25 SIM East Bldg
JCW 64121	Johnson County Wastewater	5230.760	Utilities 02/11/25	470 2/4/25	21.29	12/3/24 to 1/1/25 SIM West Bldg
KGS	Kansas Gas Service	5230.760	Utilities 02/26/25	1864 2/13/25	348.59	1/10/25 to 2/10/25 SIM West Bldg
KGS	Kansas Gas Service	5230.760	Utilities 02/26/25	1982 2/13/25	594.13	1/10/25 to 2/10/25 SIM North Bldg
KGS	Kansas Gas Service	5230.760	Utilities 02/26/25	2000 2/13/25	972.16	1/10/25 to 2/10/25 SIM East Bldg
VERIZO	Verizon Wireless	5230.760	Utilities 02/05/25	6104356741	163.04	December - January phone and cell phone
WATERO6412	Water District No. 1 of Johnson County	5230.760	Utilities 02/19/25	1421 2/5/25	17.40	1/2/25 to 2/3/25 SIM North Bldg
WATERO6412	Water District No. 1 of Johnson County	5230.760	Utilities 02/19/25	2027 2/5/25	19.40	1/2/25 to 2/3/25 SIM East Bldg
WATERO6412	Water District No. 1 of Johnson County	5230.760	Utilities 02/19/25	2031 2/5/25	16.83	1/2/25 to 2/3/25 SIM West Bldg
EAGSEC	Eagle Security Solutions	5605.760	Maintenance 02/05/25	8081	30.00	January monitoring fee
ELEVAT	Elevator Safety Services, Inc.	5605.760	Maintenance 02/26/25	37376	110.00	Reinspection Fee - Hydraulic Elevator SIM
JANPRO	KCJP LLC	5605.760	Maintenance 02/05/25	90143	295.00	SIM cleaning
KELLER	Keller Fire & Safety	5605.760	Maintenance 02/19/25	360422	963.75	SIM extinguisher inspection/maint.
SANTAF	Santa Fe Heating & Air	5605.760	Maintenance 02/19/25	241504	121.38	Repair wiring on west building furnace
Total Shawnee Indian Mission Fund					3,880.26	
BOLLCO	Bollcom	5875.900	Capital Projects 02/05/25	9733	159.77	Phone system shipping City Hall
BOLLCO	Bollcom	5875.900	Capital Projects 02/05/25	9734	159.77	Phone system shipping PD
TURNKE	Turn-Key Mobile, Inc.	5875.900	Capital Projects 02/05/25	INV72328	16,840.00	New mpts for patrol car
Total Capital Improvement Fund					17,159.54	
Grand Total					252,699.07	

Council Approval:

_____	_____
_____	_____
_____	_____

COMMITTEE ASSIGNMENTS

March 2025

****This appointment is effective until February 2026****

City Treasurer

Andrew Sheppard

Ward 1



March 5, 2025

The Mayor, City Council and City Administrator
The City of Fairway, Kansas
5240 Belinder Road
Fairway, Kansas 66205

We are pleased to confirm our understanding of the services we are to provide for the City of Fairway, Kansas (the City) for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Major fund budgetary comparison schedules.
3. KPERS pension information.
4. Post-employment benefit information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. The combining and individual fund statements and schedules.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

The significant risks of material misstatement identified as part of our audit planning include improper revenue recognition due to fraud, which is a presumptive requirement in accordance with generally accepted auditing standards; the potential risk of the override of internal controls; and the completeness and valuation of capital asset additions and retirements.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Marr and Company, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which our firm is not involved, you agree to clearly indicate in the exempt offering document that the firm is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and

content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Other Services

We will prepare the City's financial statements in conformity with accounting principles generally accepted in the United States of America based on information provided by you, which will include the conversion of your modified cash basis financial statements to the modified accrual basis for the governmental funds.

We will perform the services in accordance with applicable professional standards. The other services are limited to those previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services, including the modified cash to modified accrual conversion for the governmental funds, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, investment, revenue, debt, or other confirmations we request, locate any invoices and other documents selected by us for testing, and provide the basic schedules and documents shown on the audit records list we provide.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report reproduction, typing and postage. The base fee will not exceed \$20,500 for the 2024 audit and includes the additional time necessary to prepare the financial statement and footnote disclosure information for KPERS and the two post-employment benefit plans, the additional capital asset activity for construction projects and equipment purchases, and any additional disclosures for the IRB bond issue. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. This fee is based on the anticipated cooperation from your personnel, the preparation of the basic schedules needed for the audit as shown on the schedule list, and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you before we incur the additional costs. We will utilize City personnel to the greatest extent possible in order to minimize your costs and will coordinate the nature and timing of the assistance to be provided with you.

We will schedule the audit to have the information needed to prepare the management's discussion and analysis available such that the audit document can be presented at the June 2025 City Council meeting. James C. Shull and Clark W. Hanner are responsible for supervising the engagement and signing the report.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements, which will be addressed to the Mayor and City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

We appreciate the opportunity to be of service to the City of Fairway, Kansas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Marr and Company

Marr and Company, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Fairway, Kansas.

Governance signature: _____

Title: _____

Date: _____

Management signature: _____

Title: _____

Date: _____



Parks & Recreation Department

DATE: 3/6/25
TO: MAYOR HEPPELRY, FAIRWAY CITY COUNCIL
FROM: BRICE SOEKEN, DIRECTOR OF PARKS & RECREATION
RE: MELISSA GARRETT – PROGRAMMING AT THE SHAWNEE INDIAN MISSION HISTORIC SITE

To add to our programming and special event lineup at the Shawnee Indian Mission, we would like to hire Melissa Garrett as a contractor. Melissa will offer various programs and special events at the site which includes art classes, education on indigenous culture and history, historical food preservation and many other subjects. Melissa will receive 70% of the participant registration fees, while remaining 30% will go to the Shawnee Indian Mission Fund.

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

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

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

NEALE PETERSON PARK
6136 MISSION ROAD

WWW.FAIRWAYKANSAS.ORG

KATHRYN LYON FLORA PARK
6030 CHEROKEE DRIVE

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is made as of melissa garrett, 2025 (the "Effective Date"), by and between the City of Fairway, Kansas ("CITY"), and Melissa Garrett ("CONTRACTOR").

RECITALS:

A. CITY intends to make available to the general public certain educational and enrichment programs as part of the City of Fairway Parks and Recreation Department Program (the "Project").

B. CITY is authorized and empowered to contract with CONTRACTOR for professional services provided in connection with the Project set forth below in Part A.

C. CITY and CONTRACTOR desire to enter into this Agreement to set forth the terms and conditions for CONTRACTOR's provision of the Services (defined below) for the Project.

AGREEMENT

PART A – SERVICES TO BE PROVIDED BY CONTRACTOR:

After CITY notifies CONTRACTOR to proceed, CONTRACTOR shall provide the following professional services to CITY (collectively, the "Services"):

1. CONTRACTOR shall teach and/or provide instructors at no additional cost to the CITY to teach various educational and enrichment courses (the "Programming") in support of the City of Fairway Parks and Recreation Department Program.
2. The Programming shall include, but not be limited to, courses on art, indigenous culture and history, and food preservation.
3. The Programming shall occur at one or more of the following locations:
 - a. Shawnee Indian Mission Historic Site, 3403 W. 53rd Street, Fairway, KS 66205
 - b. Multipurpose Room at the Fairway Pool, 6136 Mission Rd, Fairway, KS 66205
 - c. Fairway City Hall, 5240 Belinder Road, Fairway, KS 66205
4. All Programming must be approved in advance by the CITY's Director of Parks & Recreation.
5. Attendees of the Programming shall pay all Programming registration fees directly to the CITY.

PART B – INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of CITY shall have the right to inspect and review the Services provided by CONTRACTOR and to consult with CONTRACTOR at any time. Conferences are to be held at the request of CITY or CONTRACTOR.

PART C – COMPENSATION:

C-1. **Hourly Charge Rates and Project Expenses.** CITY agrees to pay CONTRACTOR for the Services as follows:

- a) CITY shall pay professional fees ("Professional Fees") to CONTRACTOR in an amount equal to seventy percent (70%) of registration fees received by CITY from attendees of the Programming.
- b) CONTRACTOR shall submit all invoices for Services on forms provided by CITY.
- c) CONTRACTOR shall invoice CITY monthly for all Services rendered and Project Expenses incurred during the previous month.
- d) All invoices for Services and Project Expenses shall be accompanied by a documented breakdown of expenses incurred, including personnel by job classification, hourly rate, and number of hours.
- e) Payment will be made monthly on the basis of invoices submitted by CONTRACTOR, subject to CITY's review thereof.
- f) Any materials purchased in connection with CONTRACTOR's delivery of the Services (the "Project Expenses") must be approved by the CITY's Director of Parks & Recreation, in their sole discretion, before reimbursement will be considered by the CITY.

PART D – OBLIGATIONS OF CITY:

CITY, at its own expense, will designate in writing a person to act as CITY's representative with respect to the Services to be performed or furnished by CONTRACTOR under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CITY's policies and decisions with respect to the Services. In the absence of any such designation, or until such designation is made by CITY, the City Administrator shall serve as the designated representative.

PART E – TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that in any such case, CONTRACTOR, to the extent not in default, shall be paid for all Services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement.

In all events, CITY shall have the right to terminate the Services of CONTRACTOR, irrespective of whether CONTRACTOR is in default, upon such date as shall be specified in a notice to be delivered in writing to CONTRACTOR. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that CITY will use them in accordance with the provisions in Section G-5 of this Agreement.

No such termination shall be deemed to release CONTRACTOR or any insurer from obligations under Sections G-2 and G-3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART F – COMMISSIONS AND FEES:

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART G – GENERAL CONSIDERATIONS:

G-1. **Intentionally deleted.**

G-2. **Insurance.** CONTRACTOR shall secure and maintain the following insurance:

- a) **Professional Liability Insurance** provided on a claims-made basis with limits of liability no less than \$1,000,000 per claim and aggregate annually, with a scope of coverage sufficient to encompass the professional services provided by CONTRACTOR under this Agreement retroactive to the earlier of the date of this Agreement or the commencement of Services by CONTRACTOR, such insurance to be maintained for such annual policy periods as would be necessary to encompass the period extending from the earlier of the date of this Agreement or the commencement of Services by CONTRACTOR and to no less than three (3) years after the termination of Services by CONTRACTOR.
- b) **Commercial General Liability Insurance** provided on an occurrence basis with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually, provided on a standard form, to include without limitation: (i) insured contract coverage encompassing the defense and indemnity obligations of Section G-3(a) arising from bodily injury and property damage; (ii) products and completed operations coverage; (iii) coverage to CITY as an "additional insured" for damages arising out of CONTRACTOR's Services, such "additional insured" coverage to be on a primary and noncontributory basis with respect to CITY's own coverage and (notwithstanding the general limits of insurance described above and elsewhere)

provide limits to CITY of no more (and no less) than \$500,000 per occurrence; and (iv) contain a "severability of interests" or "separation of insureds" feature.

- c) Automobile Liability Insurance provided on a standard form on a "Symbol 1-Any Automobile" basis for owned, hired and non-owned motor vehicles in the amount of \$1,000,000 combined single limit per accident.
- d) Workers Compensation Insurance in such form and with such limits as required by law, including Part B or Employers Liability Insurance with limits of no less than \$1,000,000 per accident, \$1,000,000 per disease, and \$1,000,000 per employee.
- e) All insurance required hereunder shall also:
 - (1) Provide for a waiver of the insurer's rights of subrogation against CITY, and a waiver of any right to assert any lien with respect to such waived subrogation rights, to the extent allowed by law;
 - (2) Be provided by insurers that shall have and maintain an A.M. Best financial strength rating of no less favorable than "A-" and that shall have and remain within an A.M. Best financial size category of no less than "VIII", or otherwise as is acceptable to CITY; and
 - (3) Not be canceled except upon 30 days' prior written notice from the insurer and CONTRACTOR to CITY, or 10 days' prior written notice for non-payment of premium.
- f) Upon execution of this Agreement, annually thereafter, and otherwise within 10 days of CITY's written request, CONTRACTOR shall provide CITY such proof of compliance with these insurance requirements as CITY deems appropriate in the exercise of its reasonable discretion, including properly executed Certificates of Insurance provided on appropriate Acord forms, copies of all declaration pages applicable to the required insurance coverages, and/or complete copies of all required insurance policies, including without limitation declarations and endorsements.
- g) Any failure by CONTRACTOR to comply with any of these insurance requirements at any time shall constitute a material breach of this Agreement. CONTRACTOR's compliance with these insurance requirements shall not limit CONTRACTOR's indemnification obligations under this Agreement.

G-3. Indemnification.

- a) General Indemnification. CONTRACTOR shall indemnify and hold CITY, its Governing Body and each member thereof, and CITY's officers, employees, commission members, agents, representatives and their successors and assigns (collectively, the "Indemnitees") harmless from and against any and all losses, claims, demands, actions, suits, judgments, liabilities, injuries, damages and expenses (including but not limited to reasonable attorney's fees, expenses of

litigation, fines and penalties) that the Indemnitees, or any one or more of them, may suffer arising out of or occurring in connection with the Services performed under this Agreement by, or other acts or omissions of, CONTRACTOR, or its owners, directors, officers, employees, agents, subcontractors/subcontractors or anyone for whom CONTRACTOR is legally liable. Provided, however, CONTRACTOR shall be relieved from its obligations under this paragraph to the extent that its obligations hereunder otherwise would have arisen because of the sole negligence or sole fault of any of the Indemnitees.

- b) **Special Indemnification.** CONTRACTOR shall indemnify any Indemnitees from any damages and expenses (including but not limited to reasonable attorney's fees and expenses of litigation) suffered by the Indemnitees or any one or more of them to the extent that those damages and expenses resulted from any act or omission of CONTRACTOR (including without limitation a failure to comply with the insurance requirements of Section G-2) that compromised the Indemnitees' ability to rely on any limitation of liability otherwise available under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

G-4. **Successor and Assigns.** CITY and CONTRACTOR each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; provided that neither CITY nor CONTRACTOR will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

G-5. **Ownership of Documents; Indemnification.** Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the City Council, officer or agent of CITY is directly or indirectly financially interested in this Agreement.

G-6. **Audit.**

- a) CITY shall have the right to audit this Agreement and all books, documents and records relating thereto.
- b) CONTRACTOR shall maintain all books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment.

- c) The books, documents and records of CONTRACTOR in connection with this Agreement shall be made available to CITY within 10 days after written request by CITY.

PART H – TIMELINESS:

CONTRACTOR shall perform and deliver the Services to CITY on an ongoing, as-needed basis. This Agreement shall last for a term of twelve (12) months from the Effective Date (the "Term").

PART I – NONDISCRIMINATION:

- I-1. CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and Chapter 2, Article IX of the Fairway City Code (the "Nondiscrimination Ordinance"), and shall not discriminate against any person in the performance of work under this Agreement because of age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status. In all solicitations or advertisements for employees, CONTRACTOR shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.
- I-2. If CONTRACTOR fails to comply with the manner in which CONTRACTOR reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, CONTRACTOR shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
- I-3. If CONTRACTOR is found guilty of (i) violation of the Kansas Act Against Discrimination or Kansas Age Discrimination in Employment Act under decision or order of the Kansas Human Rights Commission which has become final, or (ii) violation of the Nondiscrimination Ordinance or under decision or order of the Investigator and/or Hearing Officer (as those terms are defined in the Nondiscrimination Ordinance) which has become final, CONTRACTOR shall be deemed to have breached this Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
- I-4. CONTRACTOR shall include provisions comparable to Sections I-1, I-2, I-3, and this Section I-4 in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vendor.
- I-5. Notwithstanding anything expressed or implied elsewhere in this Agreement, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONTRACTOR shall have no right to recompense or additional payments by reason of such action by CITY.
- I-6. CONTRACTOR shall abide by the applicable provisions 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 the Services and/or the Project and to furnish any

certification required by any federal, state or local government agency in connection therewith.

PART J – MISCELLANEOUS:

- J-1. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- J-2. **Notices**. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, electronic mail, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- J-3. **Cash Basis and Budget Laws**. The right of CITY to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1101 *et seq.*), the Budget Law (K.S.A. 79-2925 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that CITY shall at all times stay in conformity with such laws, and as a condition of this Agreement, CITY reserves the right to unilaterally terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
- J-3. **Controlling Law**. This Agreement is to be governed by the laws of the State of Kansas.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective as of the Effective Date.

CITY:

CITY OF FAIRWAY, KANSAS

By: _____

Title: _____

Address: 5240 Belinder Road
Fairway, Kansas 66205

Telephone: (913) 262-0350

Facsimile: (913) 262-4607

Email: _____

ATTEST:

Abbie Aldridge, City Clerk

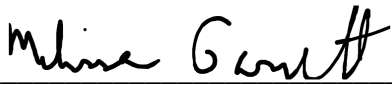
APPROVED AS TO FORM:

Jim Mosimann, City Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective as of the Effective Date.

CONTRACTOR:

MELISSA GARRETT

By: 
Name: Melissa Garrett owner of wadulisi's
Address: LLC
7312 NE 46th St Kansas City
Missouri 64117
Telephone: (816) 500-0554
Email: carefreerecreations.mg@gmail.c
om



Department of Public Works

February 24, 2025

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

Re: Resolution approving CARS 5 Year Plan 2026-2030

In front of the council for consideration is a proposed CARS 5 Year Plan and Resolution.

Approval of the plan allows the City to receive up to 50% reimbursement for projects on CARS eligible routes.

Staff recommends the approval of the CARS 5 Year Plan and the CARS Resolution.

A handwritten signature in blue ink, appearing to read "Bill Stogsdill", is written over a horizontal line.

Bill Stogsdill
Director of Public Works
City of Fairway, KS
bstogsdill@fairwaykansas.org

RESOLUTION # 2025-____

WHEREAS, Resolution No. 088-91 was adopted by the Board of County Commissioners of Johnson County, Kansas, on September 26, 1991, providing for the interlocal cooperation between cities and the County relating to public improvements and providing for establishment of policies to enable cities and the County to coordinate project timing and funding requirements for joint County road and bridge construction projects; and

WHEREAS, the Board of County Commissioners of Johnson County, Kansas adopted Resolution No. 088-91 on September 26, 1991, to provide for more effective administration coordination between cities and the County relating to public improvements and establishing an annual review and update of the annual five (5) year road and bridge improvement program; and

WHEREAS, under terms of Resolution No. 088-91, any city within Johnson County, Kansas desiring County financial assistance and listed in Resolution No.44-90 adopted by the Board of County Commissioners of Johnson County, Kansas, on the 15th day of April, 1990, establishing eligible roads and bridges for County assistance must make such desire known to the Board of County Commissioners; and

WHEREAS, all such requests shall be accompanied by the resolution of the governing body of the city desiring County financial assistance that the requests have been reviewed and approved by said governing body;

NOW, THEREFORE, BE IT RESOLVED by the City of Fairway, Kansas, that:

1. It has reviewed the Five year Program attached hereto and incorporated by reference as is fully set forth herein.
2. It accepts the requested Five Year Program attached hereto and incorporated by reference as is fully set forth herein.
3. This resolution shall become effective on the 10th day of March, 2025.

Melanie Hepperly, Mayor

ATTEST:

Nathan Nogelmeier, City Administrator

County Assistance Road System 2026-2030 Program Summary Sheet

Participating City: Fairway

Priority	Project Location	Proposed Start/ Finish	Project Type	CARS Route Classification		CARS Program Funding Request	Total Project Cost
				Major	Minor		
2026-1	Shawnee Mission Parkway Mission to Buena Vista north side	Apr-26 Sep-26	Route Enhancement spot sidewalk ADA Ramps	X		\$140,990.00	\$281,980.00
2027-1	53rd Street Mission to Chadwick	Apr-27 Sep-27	Route Enhancement new sidewalk, crosswalk, ADA Ramps	X		\$270,900.00	\$541,800.00
2028-1	Mission Road Bridge Mission Road at Suwanee	Apr-28 Sep-28	Major Maintenance Transition Barrier Replacement Paint, Striping	X		\$110,000.00	\$220,000.00
2029-1	Mission Road Shawnee Mission Parkway to 63rd St	Apr-29 Sep-29	Major Maintenance 2 inch M/O, spot curbs spot sidewalk, striping	X		\$357,069.00	\$714,138.00
2030-1	Mission Road Shawnee Mission Pkwy to 53rd St.	Apr-30 Sep-30	Major Maintenance 2 inch M/O, spot curbs, striping, Guard Rail	X		\$125,046.00	\$250,092.00

2026 - 2030

County Assisted Road System 5 Year Plan

