

## CITY COUNCIL MEETING

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

Monday, December 9, 2024  
6:30 p.m.

1. Call to Order and Announcements
2. Pledge of Allegiance
3. 10-year Recognition
4. Holiday Reception (20 minutes)
5. Monthly Reports of Standing Committees
  - A. Consolidated Fire District #2
  - B. Administration & Finance
  - C. Police
  - D. Public Works
  - E. Parks & Recreation

6. Monthly Reports of Special Committees
  - A. Tree Board

7. Public Comment\* for Consent Agenda items only

8. 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 minutes of November 13, 2024 Special City Council meeting
- C. Approve Claims and Appropriations – Ordinance #1817 – November 2024
- D. Approve 2025 Holiday Schedule
- E. Approve Cereal Malt Beverage License for Hen House

- F. Approve Letter of Understanding with Johnson County Aging and Human Services for the 2025 Johnson County Utility Assistance Program
- G. Approve 2025 Agreement for Information Technology Services with Johnson County Board of County Commissioners
- H. Approve amendment to the Fairway City Employee Manual
- I. Approve 2025 CARS Interlocal Agreement with the cities of Roeland Park, KS and Westwood, KS

## 9. 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 authorizing the Mayor to execute an agreement regarding the Shawnee Indian Mission
- B. Consider Resolution 2024-E – A Resolution of the Governing Body of the City of Fairway, Kansas updating the Master Fee Schedule for the City
- C. Consider Ordinance #1818 - An Ordinance amending the parking restrictions in the local traffic regulations of the Fairway City Code; Amending and repealing existing Section 10-60 of the Fairway City Code
- D. Consider Ordinance #1819 - An Ordinance granting Sprint Communications Company L.P. a Contract Franchise to construct, operate and maintain a telecommunications system in the City of Fairway, Kansas

## 10. 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.*

## 11. Public Comment\* for items not listed on the agenda

## 12. 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](http://www.fairwaykansas.org) or contact the Administrative Office at 913-262-0350.*

## **ADMINISTRATION REPORT FOR NOVEMBER 2024**

### **ADMINISTRATION/FINANCE COMMITTEE MEETING**

The Administration & Finance Committee did not meet in November.

### **CONTRACTS SIGNED BY CITY ADMINISTRATOR**

1. None.

### **KORA REQUESTS**

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

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) – No applications did not meet.

### **OCCUPATIONAL LICENSES**

To date, 38 occupational licenses have been issued.

### **DOG LICENSES**

#### **Licensing History**

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

2023 – 614 tags issued.

2022 - 622 tags issued.

2021 – 627 tags issued.

### **RENTAL AND NON-OWNER-OCCUPIED DWELLING REGISTRATIONS**

To date, 217 applications received, 193 licenses issued, 24 properties pending inspection.

### **BUILDING DEPARTMENT REPORT**

The November report is attached. Three new single family home permit was issued. The monthly construction value of permits pulled was \$3,952,841.92 with a YTD total construction value of \$20,223,673.36. Permit fees collected for the month were \$23,338.00 and YTD \$211,895.02.

The November monthly Codes report is attached.

**UPCOMING MEETINGS:**

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

**CITY COUNCIL**

Monday, December 9, 2024  
6:30 p.m.

**BOARD OF ZONING APPEALS – Cancelled No Applications**

Monday, December 30, 2024  
5:30 p.m.

**PLANNING COMMISSION**

Monday, December 30, 2024  
6:00 p.m.

**FINANCE AND ADMINISTRATION COMMITTEE**

Wednesday, January 29, 2024  
6:30 p.m.

# Building Monthly Report

Month: 11  
Year: 2024

Permit Type	Sub Type	Application Type Field	Month	Previous Month	Year	Previous Year
Building Permit	Commercial		0.00	0.00	1.00	0.00
Building Permit	Commercial	Addition/Remodel	0.00	1.00	1.00	0.00
Building Permit	Commercial	Commercial	0.00	0.00	1.00	0.00
Building Permit	Commercial	Deck	0.00	0.00	0.00	1.00
Building Permit	Commercial	Demolition	0.00	0.00	0.00	0.00
Building Permit	Commercial	Driveway	0.00	0.00	0.00	0.00
Building Permit	Commercial	Electrical	0.00	0.00	1.00	1.00
Building Permit	Commercial	Fence	0.00	0.00	0.00	0.00
Building Permit	Commercial	Flatwork	0.00	0.00	0.00	0.00
Building Permit	Commercial	Footing/Foundation	0.00	0.00	0.00	2.00
Building Permit	Commercial	HVAC/Mechanical	0.00	0.00	1.00	0.00
Building Permit	Commercial	Other	0.00	0.00	2.00	0.00
Building Permit	Commercial	Permit Renewal	0.00	0.00	0.00	0.00
Building Permit	Commercial	Plumbing	0.00	0.00	0.00	0.00
Building Permit	Commercial	Roof	0.00	0.00	1.00	2.00
Building Permit	Commercial	Sign	0.00	0.00	2.00	0.00
Building Permit	Commercial	Solar	0.00	0.00	0.00	0.00
Building Permit	Residential		0.00	0.00	0.00	3.00
Building Permit	Residential	Accessory Structure	0.00	0.00	0.00	0.00
Building Permit	Residential	Addition/Remodel	7.00	2.00	33.00	29.00
Building Permit	Residential	Deck	0.00	0.00	2.00	9.00
Building Permit	Residential	Demolition	0.00	1.00	12.00	6.00
Building Permit	Residential	Driveway	0.00	0.00	15.00	19.00
Building Permit	Residential	Electrical	2.00	1.00	29.00	33.00
Building Permit	Residential	Fence	1.00	4.00	48.00	39.00
Building Permit	Residential	Flatwork	0.00	0.00	5.00	2.00
Building Permit	Residential	Footing/Foundation	0.00	0.00	1.00	2.00
Building Permit	Residential	Foundation Shoring	0.00	0.00	3.00	3.00
Building Permit	Residential	Generator	1.00	3.00	21.00	11.00
Building Permit	Residential	HVAC/Mechanical	2.00	2.00	28.00	39.00
Building Permit	Residential	New SFR	3.00	1.00	15.00	11.00
Building Permit	Residential	Other	1.00	2.00	6.00	20.00
Building Permit	Residential	Patio	0.00	1.00	6.00	7.00
Building Permit	Residential	Permit Renewal	0.00	0.00	0.00	0.00
Building Permit	Residential	Plumbing	3.00	2.00	14.00	14.00
Building Permit	Residential	Pool/Spa	0.00	1.00	2.00	3.00
Building Permit	Residential	Right-of-Way	0.00	0.00	0.00	0.00
Building Permit	Residential	Roof	5.00	5.00	46.00	47.00

Building Permit	Residential	Siding	0.00	1.00	7.00	8.00
Building Permit	Residential	Sign	0.00	0.00	0.00	0.00
Building Permit	Residential	Solar	0.00	0.00	1.00	2.00
Building Permit	Residential	Storage Shed	1.00	2.00	6.00	2.00
<b>Grand Total Issued:</b>			26.00	29.00	310.00	315.00
Scheduled Inspections			56.00	78.00	741.00	884.00
Building Code Complaints			20.00	120.00	448.00	477.00
Plans Reviewed			53.00	78.00	649.00	251.00
Construction Valuation			3,952,841.92	2,919,465.48	20,223,673.36	23,913,355.74
Fees Collected			23,338.00	16,907.30	211,895.02	305,996.40

## Code Report

Violation Date Begin: 11/01/2024

Violation Date End: 11/30/2024

File#	Address	Violation Code	Violation Short Description	Date of Violation
24-001379	5864 GRANADA LN	FWYMC 12-31	Solid Waste-Storage	11/21/2024
24-001380	6109 BUENA VISTA ST	FWYMC 12-31	Solid Waste-Storage	11/21/2024
24-001381	6115 BUENA VISTA ST	FWYMC 12-31	Solid Waste-Storage	11/21/2024
24-001382	6140 BUENA VISTA ST	FWYMC 12-31	Solid Waste-Storage	11/22/2024
24-001383	6042 FONTANA ST	FWYMC 12-31	Solid Waste-Storage	11/22/2024
24-001384	6042 EL MONTE ST	FWYMC 12-31	Solid Waste-Storage	11/22/2024
24-001386	6011 EL MONTE ST	FWYMC 12-31	Solid Waste-Storage	11/22/2024
24-001387	6014 EL MONTE ST	FWYMC 12-31	Solid Waste-Storage	11/22/2024
24-001387	6014 EL MONTE ST	FWYMC 12-31	Solid Waste-Storage	11/22/2024
24-001388	6039 EL MONTE ST	FWYMC 12-31	Solid Waste-Storage	11/22/2024
24-001390	4306 W 59TH ST	FWYMC 11-62	Storage of wood from diseased, infected trees	11/22/2024
24-001390	4306 W 59TH ST	FWYMC 15-551a4	TEMPORARY SIGNS	11/22/2024
24-001390	4306 W 59TH ST	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	11/22/2024
24-001390	4306 W 59TH ST	FWYMC 6-55 (3) IPMC 302.5	Rodent harborage	11/22/2024
24-001390	4306 W 59TH ST	FWYMC 6-55 (6) IPMC 303.7	Roofs and drainage	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.10	Stairways, decks, porches and balconies	11/22/2024



24-001390	4306 W 59TH ST	IPMC 301.3	Vacant Structures and Land	11/22/2024
24-001390	4306 W 59TH ST	IPMC 302.1	Sanitation	11/22/2024
24-001390	4306 W 59TH ST	IPMC 302.2	Grading and drainage	11/22/2024
24-001390	4306 W 59TH ST	IPMC 302.7.1	Gates	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.1	Exterior Structure General	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.13	Window, skylight and door frames	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.13.1	Glazing	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.15	Doors	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.2	Protective Treatment	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.5	Foundation walls	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.6	Exterior walls	11/22/2024
24-001390	4306 W 59TH ST	IPMC 303.9	Overhand extensions	11/22/2024
24-001390	4306 W 59TH ST	IPMC 304.1	Interior Structure - General	11/22/2024
24-001390	4306 W 59TH ST	IPMC 304.3	Interior Structure - Interior Surfaces	11/22/2024
24-001390	4306 W 59TH ST	IPMC 305.1	Rubbish or Garbage-Accumulation	11/22/2024
24-001390	4306 W 59TH ST	IPMC 305.2	Rubbish or Garbage-Disposal of rubbish	11/22/2024
24-001391	4300 W 59TH ST	FWYMC 6-55 (5)	Parking and Storage of Vehicles in Residential Areas	11/22/2024
24-001391	4300 W 59TH ST	IPMC 302.7	Accessory Structures	11/22/2024
24-001391	4300 W 59TH ST	IPMC 302.7.1	Gates	11/22/2024

24-001391	4300 W 59TH ST	IPMC 303.2	Protective Treatment	11/22/2024
24-001391	4300 W 59TH ST	IPMC 303.6	Exterior walls	11/22/2024
24-001392	5819 MISSION RD	FWYMC 12-31	Solid Waste-Storage	11/22/2024
24-001392	5819 MISSION RD	FWYMC 6-22	Inoperative vehicle or requipment	11/22/2024
24-001393	5420 FALMOUTH RD	FWYMC 6-55 (6) IPMC 303.7	Roofs and drainage	11/22/2024
24-001393	5420 FALMOUTH RD	IPMC 303.1	Exterior Structure General	11/22/2024
24-001393	5420 FALMOUTH RD	IPMC 303.13	Window, skylight and door frames	11/22/2024
24-001393	5420 FALMOUTH RD	IPMC 303.2	Protective Treatment	11/22/2024
24-001393	5420 FALMOUTH RD	IPMC 303.6	Exterior walls	11/22/2024
24-001402	6109 EL MONTE ST	IPMC 302.1	Sanitation	11/26/2024
24-001403	3938 SHAWNEE MISSION PKWY	FWYMC 6-55 (2) IPMC 302.4	Weeds 5 day correction	11/26/2024
24-001403	3938 SHAWNEE MISSION PKWY	IPMC 302.1	Sanitation	11/26/2024
24-001403	3938 SHAWNEE MISSION PKWY	IPMC 507.1	Storm Drainage General	11/26/2024

**FINANCE REPORT  
FOR NOVEMBER 2024**

**NOVEMBER 2024 CASH AND CERTIFICATES OF DEPOSIT**

The final General Fund Cash balance for November was **\$2,013,400.71.**

The final General Fund Money Market account balance was **\$51,938.39.**

The final balance for the General Fund Reserve CDs for November 2024 was **\$428,498.31.**

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

The final balance of the General Fund Reserve for November 2024 was **\$359,928.92.**

The Administration and Finance Committee did not meet in November.

**Cash flow summary and sales tax summaries.** The October cash flow summary shows monthly revenues are above what was anticipated, and expenditures are below what was anticipated. The sales tax distribution for November was \$202,708.92 which is well above the budgeted average of \$194,583.33.

**End of Year Transfers.** City Administrator Nogelmeier reviewed the updated proposal for year end transfers from the General Fund. The transfers will closely resemble what was budgeted, however a slightly larger transfer from the General Fund to the Capital Improvement Fund may be possible pending revenues and expenditures in the following month. Nogelmeier will initiate the transfers in the third week of December.

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

**ATTACHMENTS**

- November Financials

**MONTHLY FINANCIAL STATEMENTS**

**CITY OF FAIRWAY**

**NOVEMBER 2024**

PREPARED BY:



[GoodFaithAccounting.com](http://GoodFaithAccounting.com)

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## Management Responsibility

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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.

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### ➤ 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**  
November 30

		2024	2023
<b>Assets</b>			
<b>Cash</b>			
Cash in General Checking - Pooled			
1010.000	General Fund	\$ 2,013,400.71	\$ 1,754,386.40
1010.000	General Fund Reserves*	(68,569.39)	(68,569.39)
1010.000	Special Highway Fund	170,892.97	68,155.64
1010.000	Storm Water Utility Fund	319,280.69	146,617.51
1010.000	Debt Service Fund	51,693.75	104,038.60
1010.000	2014 Sales Tax Fund	390,853.94	391,546.43
1010.000	Equipment Reserve Fund	880,000.00	870,000.00
1010.000	Shawnee Indian Mission Fund	5,375.22	6,242.02
1010.000	Special Parks & Recreation Fund	3,849.16	7,892.04
1010.000	Fairway Tree Fund	24,674.00	39,885.00
1010.000	Federal Grant Fund	-	-
1010.000	55th Street CID	(2,226.82)	9,714.24
1010.000	Drug Tax Fund	1.00	1.00
1010.000	Capital Improvements Fund	752,653.08	1,069,166.14
1010.000	Unrestricted ARPA Funds	587,521.40	604,364.35
	Total Cash in General Checking - Pooled	5,129,399.71	5,003,439.98
Cash in Other Accounts			
1131.000	General Fund Money Market Account	51,938.39	51,210.26
1132.000	CD - GF Reserves (FNB 0826)	54,619.77	54,542.29
1133.000	CD - GF Reserves (FNB 0031)	144,911.47	144,764.22
1134.000	CD - GF Reserves (FNB 0827)	109,318.71	109,162.80
1135.000	CD - GF Reserves (FNB 0828)	119,648.36	118,285.40
1112.000	Court Bond Cash	11,494.80	16,965.80
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	496,890.91	499,890.18
	<b>Total Cash</b>	5,626,290.62	5,503,330.16
<b>Other Current Assets</b>			
1121.000	Taxes Receivable	3,197,834.27	2,973,533.27
1122.000	Drain Removal Reimbursement	685.68	685.68
1127.000	Prepaid Expenses	60,065.26	50,263.69
1125,1126,1129	Accounts Receivable	25,558.25	37,773.25
	<b>Total Other Current Assets</b>	3,284,143.46	3,062,255.89
	<b>Total Assets</b>	<b>\$ 8,910,434.08</b>	<b>\$ 8,565,586.05</b>

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

**City of Fairway**  
**Statement of Fund Balance**  
November 30

		2024	2023
<b>Liabilities &amp; Fund Balance</b>			
<b>Current Liabilities</b>			
2005.000	Accounts Payable	\$ 84,053.03	\$ 267,808.83
2030.000	Accounts Payable Payroll	42,240.76	38,338.76
2040.000	Insurance Settlement	4,806.16	4,806.16
2045.000	Federal Grant Unearned Revenue	-	-
2110.2111	Court Bond Liability	10,508.05	15,979.05
2115.000	Police Property & Evidence	5,269.41	5,269.41
2116.000	State Court Costs	9,763.39	10,278.39
2117.000	State Judge's Training Fee	(229.50)	(208.00)
2118.000	State DL Reinstatement	252.12	618.12
2119.000	State Community Correction Fund	(425.00)	(425.00)
2120.000	Seatbelt Safety Fund	120.00	120.00
2125.000	Collection Fees Payable	124.47	119.47
2130.000	Federal Withholding Payable	19,721.61	17,472.71
2140.000	Kansas Withholding Payable	3,775.00	6,572.00
2180.000	Retirement - Employee	1,525.70	1,524.48
2190.000	Group Life	127.71	127.47
2200.000	Dental Withholding	(365.36)	(261.41)
2210.000	Health Insurance	(2,472.37)	104.49
2211.000	HSA	(1,335.39)	(1,335.39)
2212.000	Short Term Disability	(2,815.80)	(2,273.85)
2213.000	FSA 125 Plan	(3,216.08)	(3,216.15)
2214.000	Supplemental Insurance	4,125.14	4,711.02
2215.000	Vision Insurance	256.22	311.87
2216.000	CID Legal	(12,819.42)	(9,053.02)
2217.000	4210/4220 Development	17,514.70	19,733.10
2220.000	Garnishments	-	-
	<b>Total Current Liabilities</b>	180,504.55	377,122.51
<b>Other Liabilities</b>			
2300.000	Deferred Revenue - Bond & Interest Fund	116,419.00	166,629.00
2400.000	Deferred Revenue - General Fund	2,577,532.62	2,302,919.25
	<b>Total Other Liabilities</b>	2,693,951.62	2,469,548.25
<b>Fund Balance</b>			
2500.100	Fund Balance - General Fund	2,323,108.61	1,981,907.16
2500.110	Fund Balance - General Fund Reserves	359,928.92	358,185.32
2500.520	Fund Balance Designated - Special Highway	198,706.24	97,239.91
2500.540	Fund Balance Designated - Storm Water	319,280.69	146,617.51
2500.660	Fund Balance Designated - Bond & Interest	86,606.77	139,976.62
2500.665	Fund Balance Designated - Sales Tax Fund	457,085.66	463,422.15
2500.750	Fund Balance Designated - Equipment Reserve	880,000.00	870,000.00
2500.770	Fund Balance Designated - Special Parks & Recreation	3,768.16	7,892.04
2500.760	Fund Balance Designated - Shawnee Indian Mission	3,960.07	5,015.87
2500.780	Fund Balance Designated - Fairway Tree Fund	24,674.00	39,885.00
2500.800	Fund Balance Designated - Federal Grant Fund	-	-
2500.825	Fund Balance Designated - 55th Street CID Fund	3,771.18	14,302.24
2500.880	Fund Balance Designated - Drug Tax	1.00	1.00
2500.900	Fund Balance Designated - Capital Improvement Funds	787,565.32	990,106.23
2500.904	Fund Balance Designated - Unrestricted ARPA Funds	587,521.29	604,364.24
	<b>Total Fund Balance</b>	6,035,977.91	5,718,915.29
	<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 8,910,434.08</b>	<b>\$ 8,565,586.05</b>

**City of Fairway**  
**Subsidiary Schedule - Cash Balances**  
For the 11 Months Ended November 30, 2024

		12/31/2023	2024 Activity		11/30/2024
		<u>Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Balance</u>
<u>Funds Pooled in General Checking</u>					
1010	General Fund	\$ 899,981.24	\$ 6,013,535.39	\$ 4,900,115.92	\$ 2,013,400.71
1010	General Fund Reserves	(68,569.39)	-	-	(68,569.39)
1010	Special Highway Fund	57,716.22	113,176.75	-	170,892.97
1010	Storm Water Utility Fund	146,617.51	546,741.63	374,078.45	319,280.69
1010	Debt Service Fund	121,834.20	292,842.55	362,983.00	51,693.75
1010	2014 Sales Tax Fund	418,622.68	327,737.65	355,506.39	390,853.94
1010	Equipment Reserve Fund	870,000.00	10,000.00	-	880,000.00
1010	Shawnee Indian Mission Fund	4,824.27	115,913.50	115,362.55	5,375.22
1010	Special Parks & Recreation Fund	9,296.74	1,733.79	7,181.37	3,849.16
1010	Fairway Tree Fund	43,610.00	2,975.00	21,911.00	24,674.00
1010	Federal Grant Fund	-	-	-	-
1010	55th Street CID	2,930.26	24,059.89	29,216.97	(2,226.82)
1010	Drug Tax Fund	1.00	-	-	1.00
1010	Capital Improvement Funds	1,734,900.99	250,357.16	1,232,605.07	752,653.08
1010	Unrestricted ARPA Funds	604,364.35	4,565.34	21,408.29	587,521.40
Total Funds Pooled in General Checking		4,846,130.07	7,703,638.65	7,420,369.01	5,129,399.71



<u>Funds Held in Other Accounts</u>					
1131	General Fund Money Market Account	51,273.35	665.04	51,938.39	
1132	Certificate of Deposit - GF Reserves	54,542.29	77.48	54,619.77	
1133	Certificate of Deposit - GF Reserves	144,800.82	110.65	144,911.47	
1134	Certificate of Deposit - GF Reserves	109,162.80	155.91	109,318.71	
1135	Certificate of Deposit - GF Reserves	118,285.40	1,362.96	119,648.36	
1112	Court Bond Cash	14,061.80	10,750.00	13,317.00	
1113	Police Property & Evidence	4,790.41	-	4,790.41	
1111,1128	Petty Cash	169.00	-	169.00	
<b>Total Cash</b>		<b><u>\$ 5,343,215.94</u></b>	<b><u>\$ 7,716,760.69</u></b>	<b><u>\$ 7,433,686.01</u></b>	<b><u>\$ 5,626,290.62</u></b>

**City of Fairway**  
**Statement of Activities**  
**Year-to-Date Fund Summary**  
**For the 11 Months Ended November 30, 2024**

	General Fund		Special	Storm Water Utility	Debt Service	2014 Sales Tax	Equipment	Shawnee	Special Parks & Recreation	Fairway Tree	Federal Grant	55th Street	Drug Tax	General Capital	Unrestricted	Total
	General	Reserves	Highway			Fund	Reserve	Indian Mission Fund		Fund	Fund	CID Fund		Improvement	ARPA Funds	Funds
Cash Carryforward	\$ 951,254.59	\$ 358,221.92	\$ 57,716.22	\$ 146,617.51	\$ 121,834.20	\$ 418,622.68	\$ 870,000.00	\$ 4,824.27	\$ 9,296.74	\$ 43,610.00	\$ -	\$ 2,930.26	\$ 1.00	\$ 1,734,900.99	\$ 604,364.35	\$ 5,324,194.73
Revenue																
Assessment Revenue	5,880,083.83		113,176.75	505,368.63	292,842.55	327,737.65			1,733.79			24,059.89	-	163,868.79		7,308,871.88
Other Income	144,866.60	1,707.00	-	41,373.00	-			85,913.50		2,975.00	-					276,835.10
Bond Proceeds																
Transfer of Funds	-	-	-	-	-	-	10,000.00	30,000.00	-	-	-	-	-	86,488.37	4,565.34	131,053.71
Total Revenue	6,024,950.43	1,707.00	113,176.75	546,741.63	292,842.55	327,737.65	10,000.00	115,913.50	1,733.79	2,975.00	-	24,059.89	-	250,357.16	4,565.34	7,716,760.69
Total Revenue & Cash Carryforward	6,976,205.02	359,928.92	170,892.97	693,359.14	414,676.75	746,360.33	880,000.00	120,737.77	11,030.53	46,585.00	-	26,990.15	1.00	1,985,258.15	608,929.69	13,040,955.42
Expenditures																
Administration	1,524,482.74															1,524,482.74
Police	1,335,262.63															1,335,262.63
Public Works	902,991.62															902,991.62
Court	120,181.73															120,181.73
Parks & Recreation	931,365.13															931,365.13
Projects			-	120,060.82		70,560.27	-		7,181.37	21,911.00				1,104,309.19	21,408.29	1,345,430.94
Programs								115,362.55					-			115,362.55
Payments				226,282.00	362,983.00	255,440.37								17,392.92		862,098.29
Miscellaneous				27,735.63								29,216.97				56,952.60
Contingency	40,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000.00
Total Expenditures	4,854,283.85	-	-	374,078.45	362,983.00	326,000.64	-	115,362.55	7,181.37	21,911.00	-	29,216.97	-	1,121,702.11	21,408.29	7,234,128.23
Change in Fund Balance																
After Cash Carryforward	2,121,921.17	359,928.92	170,892.97	319,280.69	51,693.75	420,359.69	880,000.00	5,375.22	3,849.16	24,674.00	-	(2,226.82)	1.00	863,556.04	587,521.40	5,806,827.19
Change in Fund Balance																
Before Cash Carryforward	1,170,666.58	1,707.00	113,176.75	172,663.18	(70,140.45)	1,737.01	10,000.00	550.95	(5,447.58)	(18,936.00)	-	(5,157.08)	-	(871,344.95)	(16,842.95)	482,632.46
Beginning Fund Balance	1,152,442.00	358,221.95	85,529.49	146,617.51	156,747.22	455,348.65	870,000.00	3,409.12	9,215.74	43,610.00	-	8,928.26	1.00	1,658,910.27	604,364.24	5,553,345.45
Ending Fund Balance	2,323,108.58	359,928.95	198,706.24	319,280.69	86,606.77	457,085.66	880,000.00	3,960.07	3,768.16	24,674.00	-	3,771.18	1.00	787,565.32	587,521.29	6,035,977.91

**City of Fairway**  
**Statement of Activities**  
**General Operating Fund**  
**For the 11 Months Ended November 30, 2024**

			<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>% Remaining</u>
<b>Revenues</b>								
4000	.100	Cash Carryforward	\$ -	\$ 951,254.59	\$ 260,000.00	\$ 260,000.00	\$ (691,254.59)	(\$2.66)
4005	.100	Advalorem Tax	-	2,542,067.98	2,565,211.00	2,565,211.00	23,143.02	0.9%
4010	.100	Back Tax	-	4,040.89	-	-	(4,040.89)	N/A
4020	.100	Local Sales Tax	-	655,475.34	664,583.37	725,000.00	69,524.66	9.6%
4030	.100	County/State Sales Tax	-	605,402.24	572,916.63	625,000.00	19,597.76	3.1%
4040	.100	County Special Sales Tax	-	121,714.96	114,583.37	125,000.00	3,285.04	2.6%
4045	.100	County Public Safety Sales Tax	-	121,714.27	114,583.37	125,000.00	3,285.73	2.6%
4050	.100	Motor Vehicle Tax	-	182,846.46	186,382.00	186,382.00	3,535.54	1.9%
4060	.100	Rec Vehicle Tax/Commercial Vehicle Tax	-	558.86	1,910.00	1,910.00	1,351.14	70.7%
4066	.100	Building Permits	23,378.00	211,145.02	183,333.37	200,000.00	(11,145.02)	-5.6%
4068	.100	Occ Lic/CMB Lic	-	8,055.44	7,300.00	7,500.00	(555.44)	-7.4%
4069	.100	Rental Licenses/Inspection	1,890.00	29,351.00	24,920.00	25,000.00	(4,351.00)	-17.4%
4070	.100	Franchise Tax - KCP&L	14,659.03	176,160.44	174,500.00	185,000.00	8,839.56	4.8%
4080	.100	Franchise Tax - Gas Service	3,893.64	84,857.30	77,000.00	85,000.00	142.70	0.2%
4090	.100	Franchise Tax - AT&T	1,206.34	5,173.52	11,000.00	12,000.00	6,826.48	56.9%
4100	.100	Franchise Tax - TimeWarner	4,376.16	19,640.14	20,000.00	20,000.00	359.86	1.8%
4110	.100	Franchise Tax - Surewest	9.21	4,513.73	4,300.00	5,000.00	486.27	9.7%
4115	.100	Franchise Tax - Google	4,387.00	11,478.00	-	-	(11,478.00)	N/A
4120	.100	Franchise Tax - MCI Metro	-	-	-	-	-	N/A
4121	.100	Franchise Tax - Level 3 Telecom of KC	-	1,000.00	-	-	(1,000.00)	N/A
4200	.100	Dog Licenses	30.00	8,989.00	7,900.00	8,000.00	(989.00)	-12.4%
4290	.100	Ordinance Violation Assessment	-	13,301.62	-	-	(13,301.62)	N/A
4300	.100	Alarm Fees	60.00	2,133.69	308.36	350.00	(1,783.69)	-509.6%
4340	.100	City Solid Waste and Recycling	-	342,929.77	345,000.00	345,000.00	2,070.23	0.6%
4350	.100	Local Alcoholic Liquor	-	1,733.76	1,250.00	1,500.00	(233.76)	-15.6%
4400	.100	55th Street CID	-	292.17	810.00	1,000.00	707.83	70.8%
4450	.100	4210 TIF District Fees	-	114,302.00	114,000.00	114,000.00	(302.00)	-0.3%
4500	.100	Pool Membership Fees	-	121,910.75	110,000.00	110,000.00	(11,910.75)	-10.8%
4550	.100	Pool Gate Fees	-	85,844.49	85,000.00	85,000.00	(844.49)	-1.0%
4570	.100	P&R Programming	1,300.00	83,311.20	69,000.00	70,000.00	(13,311.20)	-19.0%
4575	.100	Special Events	1,582.00	3,574.52	7,500.00	7,500.00	3,925.48	52.3%
4580	.100	P&R - Super Pass	-	10,920.83	14,000.00	14,000.00	3,079.17	22.0%
4590	.100	Facility Rental Fees	5,255.86	59,751.09	54,000.00	55,000.00	(4,751.09)	-8.6%
4595	.100	Sponsorships/Donations	-	250.00	500.00	500.00	250.00	50.0%
4600	.100	Pool Concessions	-	64,060.94	59,000.00	59,000.00	(5,060.94)	-8.6%
4650	.100	Swim Team Revenues	-	18,428.80	19,000.00	19,000.00	571.20	3.0%
4700	.100	Court Fines	9,753.88	126,277.61	91,666.00	100,000.00	(26,277.61)	-26.3%
4701	.100	Bond Forfeits	3,910.00	3,910.00	-	-	(3,910.00)	N/A
4705	.100	Returned Check Fees	-	-	-	-	-	N/A
4710	.100	Court Costs	2,121.00	28,991.00	18,333.00	20,000.00	(8,991.00)	-45.0%
4715	.100	Insurance Settlement	-	-	-	-	-	N/A
4720	.100	Driver License Reinstatement	-	-	-	-	-	N/A
4725	.100	Fingerprinting Services	410.00	3,975.00	1,833.37	2,000.00	(1,975.00)	-98.8%
4730	.100	Right of Way Permits	200.00	7,680.00	14,500.00	15,000.00	7,320.00	48.8%
4740	.100	Interest on Investments	5,454.07	79,296.47	68,750.00	75,000.00	(4,296.47)	-5.7%
4750	.100	Record Copying	92.19	512.38	735.00	800.00	287.62	36.0%
4755	.100	Trash Bag Tags	75.00	257.50	275.00	300.00	42.50	14.2%
4760	.100	Miscellaneous	47,414.00	56,608.09	19,000.00	20,000.00	(36,608.09)	-183.0%
4765	.100	City Logo Product Sales	-	512.16	25.00	25.00	(487.16)	-1948.6%
<b>Total Revenues</b>			<b>131,457.38</b>	<b>6,976,205.02</b>	<b>6,084,908.84</b>	<b>6,275,978.00</b>	<b>(700,227.02)</b>	<b>-11.2%</b>

**City of Fairway**  
**Statement of Activities**  
**General Operating Fund**  
**For the 11 Months Ended November 30, 2024**

			<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>% Remaining</u>
<b>Expenditures</b>								
<b>Administration</b>								
5010	.411	Salaries	32,551.46	370,247.05	363,503.00	393,875.00	23,627.95	6.0%
5030	.411	Payroll Taxes-Employer	2,843.45	40,930.71	27,817.81	30,136.00	(10,794.71)	-35.8%
5090	.411	Retirement	4,234.12	54,009.78	51,685.00	56,003.00	1,993.22	3.6%
5220	.411	License Fees	2,932.06	15,806.45	18,840.00	18,840.00	3,033.55	16.1%
5230	.411	Utilities	1,334.33	23,644.81	32,000.00	35,000.00	11,355.19	32.4%
5250	.411	Insurance	847.25	193,663.64	178,000.00	179,200.00	(14,463.64)	-8.1%
5260	.411	Health Insurance	7,692.50	83,293.20	67,222.87	73,334.00	(9,959.20)	-13.6%
5290	.411	Animal Care	-	-	-	15,000.00	15,000.00	100.0%
5310	.411	Accounting	2,847.00	51,842.00	51,300.00	53,400.00	1,558.00	2.9%
5320	.411	Consultant/Engineering	440.00	10,503.00	-	-	(10,503.00)	N/A
5330	.411	Building Maintenance	1,098.00	22,683.16	18,333.37	20,000.00	(2,683.16)	-13.4%
5340	.411	Publications	-	318.16	3,850.00	4,100.00	3,781.84	92.2%
5350	.411	Legal Fees	15,110.80	109,959.80	105,416.63	115,000.00	5,040.20	4.4%
5360	.411	Printing/Newsletter	-	6,592.41	7,500.00	8,000.00	1,407.59	17.6%
5370	.411	Equipment Maintenance & Licenses	3,633.46	32,820.39	28,270.00	30,840.00	(1,980.39)	-6.4%
5380	.411	Training/Membership	2,595.31	27,011.79	26,400.00	27,800.00	788.21	2.8%
5390	.411	Election	-	-	-	-	-	N/A
5400	.411	Special Assistance	-	-	2,000.00	2,000.00	2,000.00	100.0%
5410	.411	Civil Defense Siren	-	771.38	412.50	450.00	(321.38)	-71.4%
5420	.411	Reimbursed Expenditures	500.00	5,500.00	500.00	500.00	(5,000.00)	-1000.0%
5430	.411	Mayor/Councilmembers	1,500.00	16,500.00	16,500.00	18,000.00	1,500.00	8.3%
5470	.411	City Solid Waste and Recycling	29,201.10	350,413.20	321,751.87	351,002.00	588.80	0.2%
5605	.411	Maintenance	-	-	-	-	-	N/A
5610	.411	Operating Supplies	(44.98)	-	-	-	-	N/A
5700	.411	Office Supplies	614.50	4,062.31	3,500.00	3,900.00	(162.31)	-4.2%
5718	.411	Credit Card Fees	461.23	6,488.63	5,500.00	6,000.00	(488.63)	-8.1%
5720	.411	Miscellaneous	165.00	5,772.02	1,826.00	2,000.00	(3,772.02)	-188.6%
5725	.411	Ordinance Violation Assessment	360.00	861.00	-	-	(861.00)	N/A
5730	.411	Postage	-	5,057.10	3,500.00	4,100.00	(957.10)	-23.3%
5850	.411	Publicity/Memberships	-	-	-	-	-	N/A
5900	.411	Capital Outlay	-	-	4,000.00	4,000.00	4,000.00	100.0%
5940	.411	Debt Service - GO Bonds 2010 & 2012	-	-	-	-	-	N/A
5951	.411	Contingency	5,808.66	64,661.70	155,833.37	170,000.00	105,338.30	62.0%
5960	.411	75th Anniversary Celebration	292.54	21,069.05	18,750.00	25,000.00	3,930.95	15.7%
<b>Total Administration</b>			<b>117,017.79</b>	<b>1,524,482.74</b>	<b>1,514,212.42</b>	<b>1,647,480.00</b>	<b>122,997.26</b>	<b>7.5%</b>
<b>Police</b>								
5010	.412	Salaries	60,789.60	751,679.56	798,828.00	865,397.00	113,717.44	13.1%
5020	.412	Overtime	4,789.15	42,650.47	29,076.80	31,500.00	(11,150.47)	-35.4%
5030	.412	Payroll Taxes-Employer	4,907.88	59,500.15	63,335.04	68,613.00	9,112.85	13.3%
5090	.412	Retirement	15,433.50	191,430.36	192,151.70	217,215.00	25,784.64	11.9%
5200	.412	Uniforms	179.63	6,051.02	6,500.00	9,000.00	2,948.98	32.8%
5220	.412	License Fees	-	50.00	8,522.00	8,522.00	8,472.00	99.4%
5230	.412	Utilities	932.14	14,231.68	19,400.00	21,000.00	6,768.32	32.2%
5250	.412	Insurance	-	-	-	-	-	N/A
5260	.412	Health Insurance	4,187.57	89,803.75	84,906.25	92,625.00	2,821.25	3.0%
5300	.412	Pest Control	-	-	-	-	-	N/A
5330	.412	Building Maintenance	4,498.46	9,859.33	16,400.00	18,200.00	8,340.67	45.8%
5350	.412	Legal Fees	-	-	-	-	-	N/A
5360	.412	Printing/Newsletter	370.27	690.61	3,200.00	3,500.00	2,809.39	80.3%
5370	.412	Equipment Maintenance & Licenses	-	-	-	-	-	N/A
5380	.412	Training/Membership	1,470.00	29,950.77	25,000.00	25,000.00	(4,950.77)	-19.8%
5381	.412	Dues/Membership	-	379.00	4,000.00	4,000.00	3,621.00	90.5%
5395	.412	Ammunition	-	439.65	2,500.00	2,500.00	2,060.35	82.4%
5455	.412	Computer	1,032.40	28,399.26	23,071.00	23,071.00	(5,328.26)	-23.1%
5475	.412	Equipment Purchase	124.50	14,116.06	15,000.00	15,000.00	883.94	5.9%
5480	.412	Radio/Radar	-	45.00	2,750.00	3,000.00	2,955.00	98.5%
5500	.412	Contract Services	(1,032.40)	7,420.22	12,000.00	12,000.00	4,579.78	38.2%

**City of Fairway**  
**Statement of Activities**  
**General Operating Fund**  
**For the 11 Months Ended November 30, 2024**

							Unencumbered	
			<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Balance</u>	<u>% Remaining</u>
5670	.412	Prisoner Care	1,885.00	5,030.00	2,000.00	2,000.00	(3,030.00)	-151.5%
5700	.412	Office Supplies	617.13	5,069.98	6,400.00	6,750.00	1,680.02	24.9%
5715	.412	Photography	-	-	-	-	-	N/A
5720	.412	Miscellaneous	324.23	1,099.53	2,500.00	2,500.00	1,400.47	56.0%
5780	.412	Car Expense	2,414.47	36,272.57	40,298.00	45,582.00	9,309.43	20.4%
5875	.412	Capital Projects	-	-	-	-	-	N/A
5900	.412	Capital Outlay	(16,164.74)	41,093.66	45,000.00	45,000.00	3,906.34	8.7%
5910	.412	Transfer of Funds	-	-	-	-	-	N/A
5911	.412	Transfer to Equipment Rsv.	-	-	-	-	-	N/A
5960	.412	75th Anniversary Celebration	-	-	-	-	-	N/A
<b>Total Police</b>			<b><u>86,758.79</u></b>	<b><u>1,335,262.63</u></b>	<b><u>1,402,838.79</u></b>	<b><u>1,521,975.00</u></b>	<b><u>186,712.37</u></b>	<b><u>12.3%</u></b>
<b>Public Works</b>								
5010	.413	Salaries	33,321.63	367,667.52	360,044.43	392,721.00	25,053.48	6.4%
5020	.413	Overtime	63.83	4,444.80	15,330.00	19,130.00	14,685.20	76.8%
5030	.413	Payroll Taxes-Employer	2,445.42	27,343.53	28,716.14	31,507.00	4,163.47	13.2%
5090	.413	Retirement	4,345.71	52,572.51	51,501.36	56,539.00	3,966.49	7.0%
5200	.413	Uniforms	-	2,949.39	2,500.00	2,500.00	(449.39)	-18.0%
5220	.413	License Fees	-	-	-	-	-	N/A
5230	.413	Utilities	2,021.37	25,747.23	23,375.00	25,500.00	(247.23)	-1.0%
5260	.413	Health Insurance	9,001.78	92,987.20	88,680.36	97,583.00	4,595.80	4.7%
5320	.413	Consultant/Engineering	-	11,121.30	21,000.00	24,000.00	12,878.70	53.7%
5330	.413	Building Maintenance	-	697.55	2,750.00	3,000.00	2,302.45	76.7%
5370	.413	Equipment Maintenance & Licenses	1,494.62	11,322.98	13,000.00	15,000.00	3,677.02	24.5%
5380	.413	Training/Membership	90.00	5,961.83	7,000.00	7,000.00	1,038.17	14.8%
5420	.413	Reimbursed Expenditures	-	-	-	-	-	N/A
5472	.413	Equipment Rental	-	1,415.00	1,000.00	1,000.00	(415.00)	-41.5%
5510	.413	Tree Board	-	260.00	-	3,500.00	3,240.00	92.6%
5520	.413	Salt	-	8,995.86	19,600.00	24,000.00	15,004.14	62.5%
5550	.413	Street Repair	-	17,463.25	20,000.00	20,000.00	2,536.75	12.7%
5570	.413	Tree Expense	-	114,644.18	101,600.00	105,000.00	(9,644.18)	-9.2%
5580	.413	Street Lights	9,218.05	100,886.69	132,458.26	144,500.00	43,613.31	30.2%
5585	.413	Crack Sealing	-	-	-	-	-	N/A
5700	.413	Office Supplies	-	1,509.96	1,512.50	1,650.00	140.04	8.5%
5720	.413	Miscellaneous	15.96	342.92	319.00	350.00	7.08	2.0%
5760	.413	Dump Fees	1,020.65	7,761.65	6,000.00	7,500.00	(261.65)	-3.5%
5770	.413	Materials/Supplies	1,326.94	13,493.35	20,000.00	22,000.00	8,506.65	38.7%
5780	.413	Car Expense	1,153.49	13,181.98	19,000.00	21,000.00	7,818.02	37.2%
5783	.413	Lease/Purchase Payments	-	-	-	-	-	N/A
5800	.413	Street Signs	94.20	49.96	3,212.00	3,500.00	3,450.04	98.6%
5900	.413	Capital Outlay	12,720.13	20,170.98	22,000.00	22,000.00	1,829.02	8.3%
5910	.413	Transfer of Funds	-	-	30,000.00	30,000.00	30,000.00	100.0%
5940	.413	Debt Service - GO Bonds 2010 & 2012	-	-	-	-	-	N/A
5960	.413	75th Anniversary Celebration	-	-	-	-	-	N/A
<b>Total Public Works</b>			<b><u>78,333.78</u></b>	<b><u>902,991.62</u></b>	<b><u>990,599.05</u></b>	<b><u>1,080,480.00</u></b>	<b><u>177,488.38</u></b>	<b><u>16.4%</u></b>

**City of Fairway**  
**Statement of Activities**  
**General Operating Fund**  
**For the 11 Months Ended November 30, 2024**

			<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>% Remaining</u>
<b>Court</b>								
5010 .414	Salaries		6,507.76	76,473.83	90,000.00	97,500.00	21,026.17	21.6%
5020 .414	Overtime		-	-	-	-	-	N/A
5030 .414	Payroll Taxes-Employer		488.28	5,745.11	6,886.19	7,460.00	1,714.89	23.0%
5090 .414	Retirement		718.60	8,608.17	8,632.58	9,352.00	743.83	8.0%
5260 .414	Health Insurance		863.60	9,499.60	9,768.00	10,656.00	1,156.40	10.9%
5350 .414	Legal Fees		1,200.00	17,340.63	1,826.00	2,000.00	(15,340.63)	-767.0%
5381 .414	Dues/Membership		-	342.20	250.00	250.00	(92.20)	-36.9%
5640 .414	Driver License Reinstatement		-	-	-	-	-	N/A
5660 .414	Law Enforcement Training		-	-	-	-	-	N/A
5670 .414	Prisoner Care		(1,885.00)	-	750.00	900.00	900.00	100.0%
5700 .414	Office Supplies		-	1,276.84	1,833.37	2,000.00	723.16	36.2%
5720 .414	Miscellaneous		-	895.35	229.13	250.00	(645.35)	-258.1%
5960 .414	75th Anniversary Celebration		-	-	-	-	-	N/A
<b>Total Court</b>			<b>7,893.24</b>	<b>120,181.73</b>	<b>120,175.27</b>	<b>130,368.00</b>	<b>10,186.27</b>	<b>7.8%</b>
<b>Parks &amp; Recreation</b>								
5010 .415	Salaries		21,848.84	481,417.04	482,000.00	500,329.00	18,911.96	3.8%
5020 .415	Overtime		-	7,521.77	-	-	(7,521.77)	N/A
5030 .415	Payroll Taxes-Employer		1,329.03	24,595.39	36,776.00	38,276.00	13,680.61	35.7%
5090 .415	Retirement		2,406.62	31,470.10	26,038.87	28,406.00	(3,064.10)	-10.8%
5200 .415	Uniforms		-	6,506.89	9,000.00	9,000.00	2,493.11	27.7%
5230 .415	Utilities		1,287.43	37,710.48	42,700.00	48,000.00	10,289.52	21.4%
5260 .415	Health Insurance		3,340.58	36,746.38	38,104.00	41,569.00	4,822.62	11.6%
5380 .415	Training/Membership		1,009.00	10,067.61	14,500.00	15,500.00	5,432.39	35.0%
5420 .415	Reimbursed Expenditures		13.41	478.03	800.00	900.00	421.97	46.9%
5605 .415	Maintenance		1,329.94	39,165.73	31,000.00	34,000.00	(5,165.73)	-15.2%
5610 .415	Operating Supplies		1,256.17	18,491.78	12,000.00	12,500.00	(5,991.78)	-47.9%
5630 .415	Taxes		440.63	12,584.72	12,250.00	12,500.00	(84.72)	-0.7%
5700 .415	Office Supplies		-	-	-	-	-	N/A
5718 .415	Credit Card Fees		163.39	8,203.99	7,655.00	8,000.00	(203.99)	-2.5%
5720 .415	Miscellaneous		-	17.99	185.00	200.00	182.01	91.0%
5820 .415	Chemicals		-	20,419.58	20,000.00	20,000.00	(419.58)	-2.1%
5830 .415	Landscaping		5,405.00	23,426.67	21,000.00	22,000.00	(1,426.67)	-6.5%
5840 .415	Facility Rental Supplies		1,222.93	14,517.87	9,500.00	11,000.00	(3,517.87)	-32.0%
5850 .415	Publicity/Memberships		307.61	11,387.22	10,150.00	11,200.00	(187.22)	-1.7%
5860 .415	Swim Team Expenditures		-	2,533.07	4,000.00	4,000.00	1,466.93	36.7%
5870 .415	Concession Supplies		-	49,741.35	40,000.00	40,000.00	(9,741.35)	-24.4%
5900 .415	Capital Outlay		-	70,000.00	70,000.00	70,000.00	-	0.0%
5920 .415	Concerts/Programming		2,170.00	17,230.43	27,000.00	28,000.00	10,769.57	38.5%
5925 .415	Transfer to SIM Fund		-	-	-	-	-	N/A
5931 .415	Special Events		1,087.88	7,131.04	5,900.00	7,000.00	(131.04)	-1.9%
5960 .415	75th Anniversary Celebration		(97.54)	-	-	-	-	N/A
<b>Total Parks &amp; Recreation</b>			<b>44,520.92</b>	<b>931,365.13</b>	<b>920,558.87</b>	<b>962,380.00</b>	<b>31,014.87</b>	<b>3.2%</b>
<b>Interfund Transfers</b>								
5910 .420	Transfer of Funds		-	-	1,136,950.00	1,136,950.00	1,136,950.00	100.0%
5911 .420	Transfer to Equipment Rsv.		-	10,000.00	10,000.00	10,000.00	-	0.0%
5912 .420	Transfer to SIM Fund		-	30,000.00	36,774.00	36,774.00	6,774.00	18.4%
5913 .420	Transfer to Debt Service Fund		-	-	-	-	-	N/A
<b>Total Interfund Transfers</b>			<b>-</b>	<b>40,000.00</b>	<b>1,183,724.00</b>	<b>1,183,724.00</b>	<b>1,143,724.00</b>	<b>96.6%</b>
<b>Total Expenditures</b>			<b>334,524.52</b>	<b>4,854,283.85</b>	<b>6,132,108.40</b>	<b>6,526,407.00</b>	<b>1,672,123.15</b>	<b>25.6%</b>
<b>Change in Fund Balance</b>			<b>\$ (203,067.14)</b>	<b>\$ 2,121,921.17</b>	<b>\$ (47,199.56)</b>	<b>\$ (250,429.00)</b>	<b>\$ (2,372,350.17)</b>	

**City of Fairway**  
**Statement of Activities**  
**General Operating Fund**  
For the 11 Months Ended November 30, 2024

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>% Remaining</u>
	<u>Total</u>	<u>GF</u>	<u>Reserves</u>			
Change in Fund Balance w/o Cash Carryforward (including Reserves)	\$ 1,172,373.58	\$ 1,170,666.58	\$ 1,707.00			
Beginning Fund Balance	<u>1,510,663.95</u>	<u>1,152,442.00</u>	<u>358,221.95</u>			
Ending Fund Balance	<u>\$ 2,683,037.53</u>	<u>\$ 2,323,108.58</u>	<u>\$ 359,928.95</u>			

**City of Fairway**  
**Statement of Activities**  
**General Fund Reserves - 110**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>						
4000.110	Cash Carryforward	\$ -	\$ 358,221.92	\$ -	\$ -	\$ (358,221.92)
4740.110	Interest on Investments	-	1,707.00	-	-	(1,707.00)
4800.110	Transfer of Funds	-	-	-	-	-
	<b>Total Revenues</b>	<u>-</u>	<u>359,928.92</u>	<u>-</u>	<u>-</u>	<u>(359,928.92)</u>
<b>Expenditures</b>						
5950.110	Contingency - General Fund Reserves	-	-	-	-	-
	<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<b>Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 359,928.92</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (359,928.92)</u>



**City of Fairway**  
**Statement of Activities**  
**Special Highway - 520**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>						
4000.520	Cash Carryforward	\$ -	\$ 57,716.22	\$ 52,878.75	\$ 52,878.75	\$ (4,837.47)
4726.520	Special Highway Revenue	-	113,176.75	107,150.00	107,150.00	(6,026.75)
4760.520	Miscellaneous	-	-	-	-	-
	<b>Total Revenues</b>	<u>-</u>	<u>170,892.97</u>	<u>160,028.75</u>	<u>160,028.75</u>	<u>(10,864.22)</u>
<b>Expenditures</b>						
5500.520	Contract Services	-	-	-	-	-
5680.520	Street Repairs/Improvements	-	-	125,000.00	125,000.00	125,000.00
5681.520	CIP Street Projects	-	-	-	-	-
5705.520	Cash Reserve	-	-	-	35,028.75	35,028.75
5910.520	Transfer of Funds	-	-	-	-	-
	<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>125,000.00</u>	<u>160,028.75</u>	<u>160,028.75</u>
	<b>Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 170,892.97</u>	<u>\$ 35,028.75</u>	<u>\$ -</u>	<u>\$ (170,892.97)</u>
	<b>Change in Fund Balance without Cash Carryforward</b>		<b>\$ 113,176.75</b>			
	<b>Beginning Fund Balance</b>		<u>85,529.49</u>			
	<b>Ending Fund Balance</b>		<u>\$ 198,706.24</u>			

**City of Fairway**  
**Statement of Activities**  
**Storm Water Utility - 540**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>						
4000.540	Cash Carryforward	\$ -	\$ 146,617.51	\$ 115,997.04	\$ 115,997.04	\$ (30,620.47)
4770.540	Stormwater Utility Revenue	-	505,368.63	510,000.00	510,000.00	4,631.37
4780.540	County/State Participation	-	41,373.00	-	-	(41,373.00)
	<b>Total Revenues</b>	<u>-</u>	<u>693,359.14</u>	<u>625,997.04</u>	<u>625,997.04</u>	<u>(67,362.10)</u>
<b>Expenditures</b>						
5017.540	Stormwater Projects	-	120,060.82	250,000.00	250,000.00	129,939.18
5205.540	Bond Payment	-	226,282.00	226,282.00	226,282.00	-
5705.540	Cash Reserve	-	-	-	121,979.41	121,979.41
5720.540	Miscellaneous	-	27,735.63	27,735.63	27,735.63	-
	<b>Total Expenditures</b>	<u>-</u>	<u>374,078.45</u>	<u>504,017.63</u>	<u>625,997.04</u>	<u>251,918.59</u>
	<b>Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 319,280.69</u>	<u>\$ 121,979.41</u>	<u>\$ -</u>	<u>\$ (319,280.69)</u>
 <b>Change in Fund Balance without Cash Carryforward</b>		<b>\$ 172,663.18</b>				
<b>Beginning Fund Balance</b>		<u><b>146,617.51</b></u>				
<b>Ending Fund Balance</b>		<u><u><b>\$ 319,280.69</b></u></u>				

**City of Fairway**  
**Statement of Activities**  
**Debt Service Fund - 660**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>						
4000.660	Cash Carryforward	\$ -	\$ 121,834.20	\$ 97,805.57	\$ 97,805.57	\$ (24,028.63)
4005.660	Advalorem Tax	-	115,361.13	116,367.00	116,367.00	1,005.87
4010.660	Back Tax	-	296.65	-	-	(296.65)
4020.660	Local Sales Tax	-	163,868.82	155,833.37	170,000.00	6,131.18
4050.660	Motor Vehicle Tax	-	13,274.93	13,669.00	13,669.00	394.07
4060.660	Rec Vehicle Tax/Commercial Vehicle Tax	-	41.02	140.00	140.00	98.98
4063.660	Telecom Slider Tax	-	-	-	-	-
4740.660	Interest on Investments	-	-	-	-	-
4760.660	Miscellaneous	-	-	-	-	-
	<b>Total Revenues</b>	<u>-</u>	<u>414,676.75</u>	<u>383,814.94</u>	<u>397,981.57</u>	<u>(16,695.18)</u>
<b>Expenditures</b>						
5205.660	Bond Payment	-	-	-	-	-
5206.660	Bond Payment - 2016A GO	-	235,518.00	235,518.00	235,518.00	-
5207.660	Bond Payment- 2019 A	-	127,465.00	127,465.00	127,465.00	-
5706.660	Sales Tax Cash Reserve	-	-	-	-	-
5720.660	Miscellaneous	-	-	-	35,000.00	35,000.00
	<b>Total Expenditures</b>	<u>-</u>	<u>362,983.00</u>	<u>362,983.00</u>	<u>397,983.00</u>	<u>35,000.00</u>
	<b>Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 51,693.75</u>	<u>\$ 20,831.94</u>	<u>\$ (1.43)</u>	<u>\$ (51,695.18)</u>
	<b>Change in Fund Balance without Cash Carryforward</b>		<b>\$ (70,140.45)</b>			
	<b>Beginning Fund Balance</b>		<u>156,747.22</u>			
	<b>Ending Fund Balance</b>		<u>\$ 86,606.77</u>			

**City of Fairway**  
**Statement of Activities**  
**2014 Sales Tax Fund**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>						
4000.665	Cash Carryforward	\$ -	\$ 418,622.68	164,305.60	164,305.60	(254,317.08)
4020.665	Local Sales Tax	-	<u>327,737.65</u>	<u>320,826.00</u>	<u>350,000.00</u>	<u>22,262.35</u>
<b>Total Revenues</b>		<u>-</u>	<u>746,360.33</u>	<u>485,131.60</u>	<u>514,305.60</u>	<u>(232,054.73)</u>
<b>Expenditures</b>						
5782.665	Lease/Purchase Payment PW Facility	-	100,214.12	100,215.00	100,215.00	0.88
5901.665	Capital Outlay	3,676.00	70,560.27	225,000.00	225,000.00	154,439.73
5941.665	Bond Payment - 2014A GO	-	55,751.25	55,750.00	55,750.00	(1.25)
5942.665	Bond Payment - 2015A GO	-	99,475.00	99,475.00	99,475.00	-
5952.665	Sales Tax Reserve	-	-	-	33,865.60	33,865.60
5960.665	75th Anniversary Celebration	-	-	-	-	-
<b>Total Expenditures</b>		<u>3,676.00</u>	<u>326,000.64</u>	<u>480,440.00</u>	<u>514,305.60</u>	<u>188,304.96</u>
<b>Change in Fund Balance</b>		<u>\$ (3,676.00)</u>	<u>\$ 420,359.69</u>	<u>\$ 4,691.60</u>	<u>\$ -</u>	<u>\$ (420,359.69)</u>
<b>Change in Fund Balance without Cash Carryforward</b>			<b>\$ 1,737.01</b>			
<b>Beginning Fund Balance</b>			<u><b>455,348.65</b></u>			
<b>Ending Fund Balance</b>			<u><b>\$ 457,085.66</b></u>			

**City of Fairway**  
**Statement of Activities**  
**Equipment Reserve Fund - 750**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>						
4000.750	Cash Carryforward	\$ -	\$ 870,000.00	\$ 870,000.00	\$ 870,000.00	\$ -
4810.750	Transfer from General Fund	-	10,000.00	10,000.00	10,000.00	-
4812.750	Transfer from PD	-	-	-	-	-
4820.750	Transfer from PD Budget	-	-	45,000.00	45,000.00	45,000.00
4830.750	Transfer from PW	-	-	30,000.00	30,000.00	30,000.00
	<b>Total Revenues</b>	<u>-</u>	<u>880,000.00</u>	<u>955,000.00</u>	<u>955,000.00</u>	<u>75,000.00</u>
<b>Expenditures</b>						
5475.750	Equipment Purchase	-	-	-	-	-
	<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<b>Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 880,000.00</u>	<u>\$ 955,000.00</u>	<u>\$ 955,000.00</u>	<u>\$ 75,000.00</u>
	<b>Change in Fund Balance without Cash Carryforward</b>		<b>\$ 10,000.00</b>			
	<b>Beginning Fund Balance</b>		<u>870,000.00</u>			
	<b>Ending Fund Balance</b>		<u><b>\$ 880,000.00</b></u>			

**City of Fairway**  
**Statement of Activities**  
**Shawnee Indian Mission Fund - 760**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>						
4000.760	Cash Carryforward	\$ -	\$ 4,824.27	\$ 238.00	\$ 238.00	\$ (4,586.27)
4410.760	Programs/Events	-	1,317.00	2,500.00	2,500.00	1,183.00
4412.760	Tours/Admissions	1,172.50	4,306.50	4,850.00	5,000.00	693.50
4415.760	Facility Rental	-	-	-	-	-
4420.760	SIM Foundation	-	80,000.00	110,000.00	110,000.00	30,000.00
4425.760	KSHS	-	-	-	-	-
4430.760	Donations	-	290.00	-	-	(290.00)
4800.760	Transfer of Funds	-	30,000.00	26,537.00	36,537.00	6,537.00
	<b>Total Revenues</b>	<u>1,172.50</u>	<u>120,737.77</u>	<u>144,125.00</u>	<u>154,275.00</u>	<u>33,537.23</u>
<b>Expenditures</b>						
5010.760	Salaries	5,500.00	61,912.22	58,721.52	63,615.00	1,702.78
5020.760	Overtime	-	-	-	-	-
5030.760	Payroll Taxes-Employer	516.67	4,726.59	4,492.56	4,867.00	140.41
5090.760	Retirement	567.56	9,245.10	8,781.63	9,492.00	246.90
5200.760	Uniforms	-	252.39	200.00	200.00	(52.39)
5230.760	Utilities	654.35	17,877.64	19,900.00	21,900.00	4,022.36
5260.760	Health Insurance	-	-	-	-	-
5380.760	Training/Membership	-	-	-	-	-
5605.760	Maintenance	5,277.72	19,937.58	17,699.33	19,100.00	(837.58)
5610.760	Operating Supplies	106.39	511.03	400.00	500.00	(11.03)
5850.760	Publicity/Memberships	-	60.00	80.00	80.00	20.00
5920.760	Concerts/Programming	-	840.00	1,000.00	1,250.00	410.00
5930.760	Law Enforcement	-	-	3,114.00	3,114.00	3,114.00
5960.760	75th Anniversary Celebration	-	-	-	-	-
	<b>Total Expenditures</b>	<u>12,622.69</u>	<u>115,362.55</u>	<u>114,389.04</u>	<u>124,118.00</u>	<u>8,755.45</u>
	<b>Change in Fund Balance</b>	<u>\$ (11,450.19)</u>	<u>\$ 5,375.22</u>	<u>\$ 29,735.96</u>	<u>\$ 30,157.00</u>	<u>\$ 24,781.78</u>
	<b>Change in Fund Balance without Cash Carryforward</b>		<u>\$ 550.95</u>			
	<b>Beginning Fund Balance</b>		<u>3,409.12</u>			
	<b>Ending Fund Balance</b>		<u>\$ 3,960.07</u>			

**City of Fairway**  
**Statement of Activities**  
**Special Parks & Recreation Fund - 770**  
**For the 11 Months Ended November 30, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>					
4000.770	\$ -	\$ 9,296.74	\$ 7,930.86	\$ 7,930.86	\$ (1,365.88)
4280.770	-	1,733.79	1,125.00	1,500.00	(233.79)
<b>Total Revenues</b>	<u>-</u>	<u>11,030.53</u>	<u>9,055.86</u>	<u>9,430.86</u>	<u>(1,599.67)</u>
<b>Expenditures</b>					
5305.770	-	7,181.37	9,430.86	9,430.86	2,249.49
5705.770	-	-	-	-	-
5960.770	-	-	-	-	-
<b>Total Expenditures</b>	<u>-</u>	<u>7,181.37</u>	<u>9,430.86</u>	<u>9,430.86</u>	<u>2,249.49</u>
<b>Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 3,849.16</u>	<u>\$ (375.00)</u>	<u>\$ -</u>	<u>\$ (3,849.16)</u>
<b>Change in Fund Balance without Cash Carryforward</b>		<b>\$ (5,447.58)</b>			
<b>Beginning Fund Balance</b>		<u>9,215.74</u>			
<b>Ending Fund Balance</b>		<u>\$ 3,768.16</u>			

**City of Fairway**  
**Statement of Activities**  
**Fairway Tree Fund - 780**  
**For the 11 Months Ended November 30, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>					
4000.780	\$ -	\$ 43,610.00	33,985.00	33,985.00	\$ (9,625.00)
4772.780	-	2,975.00	-	-	(2,975.00)
	<u>-</u>	<u>46,585.00</u>	<u>33,985.00</u>	<u>33,985.00</u>	<u>(12,600.00)</u>
<b>Total Revenues</b>					
<b>Expenditures</b>					
5306.780	-	21,911.00	20,000.00	20,000.00	(1,911.00)
5705.780	-	-	-	13,835.00	13,835.00
5960.780	-	-	-	-	-
	<u>-</u>	<u>21,911.00</u>	<u>20,000.00</u>	<u>33,835.00</u>	<u>11,924.00</u>
<b>Total Expenditures</b>					
<b>Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ 24,674.00</b>	<b>\$ 13,985.00</b>	<b>\$ 150.00</b>	<b>\$ (24,524.00)</b>
<b>Change in Fund Balance without Cash Carryforward</b>		<b>\$ (18,936.00)</b>			
<b>Beginning Fund Balance</b>		<b><u>43,610.00</u></b>			
<b>Ending Fund Balance</b>		<b><u>\$ 24,674.00</u></b>			



**City of Fairway**  
**Statement of Activities**  
**Federal Grant Fund - 800**  
**For the 11 Months Ended November 30, 2024**

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

**City of Fairway**  
**Statement of Activities**  
**55th Street CID Fund - 825**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>Revenues</b>						
4000.825	Cash Carryforward	\$ -	\$ 2,930.26	12,937.20	12,937.20	\$ 10,006.94
4020.825	Local Sales Tax	-	24,059.89	36,663.00	40,000.00	15,940.11
	<b>Total Revenues</b>	<u>-</u>	<u>26,990.15</u>	<u>49,600.20</u>	<u>52,937.20</u>	<u>25,947.05</u>
<b>Expenditures</b>						
5896.825	Developer Distribution	-	28,924.80	29,700.00	39,600.00	10,675.20
5910.825	Transfer of Funds	-	292.17	300.00	400.00	107.83
	<b>Total Expenditures</b>	<u>-</u>	<u>29,216.97</u>	<u>30,000.00</u>	<u>40,000.00</u>	<u>10,783.03</u>
	<b>Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ (2,226.82)</u>	<u>\$ 19,600.20</u>	<u>\$ 12,937.20</u>	<u>\$ 15,164.02</u>
	<b>Change in Fund Balance without Cash Carryforward</b>		<b>\$ (5,157.08)</b>			
	<b>Beginning Fund Balance</b>		<u>8,928.26</u>			
	<b>Ending Fund Balance</b>		<u>\$ 3,771.18</u>			

**City of Fairway**  
**Statement of Activities**  
**Drug Tax Fund - 880**  
**For the 11 Months Ended November 30, 2024**

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

**City of Fairway**  
**Statement of Activities**  
**General Capital Improvement Funds held in General Fund - 900's**  
**For the 11 Months Ended November 30, 2024**

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
<b>General Capital Improvement Funds</b>						
<b>Revenue</b>						
4000.900	Cash Carryforward	\$ -	\$ 1,734,900.99	\$ 1,104,306.76	\$ 1,104,306.76	\$ (630,594.23)
4020.900	Local Sales Tax	-	163,868.79	160,413.00	175,000.00	11,131.21
4760.900	Miscellaneous	-	86,488.37	-	-	(86,488.37)
4780.900	County/State Participation	-	-	-	-	-
4800.900	Transfer of Funds	-	-	-	-	-
4810.900	Transfer from General Fund	-	-	600,000.00	1,136,950.00	1,136,950.00
	<b>Total Revenue</b>	<u>-</u>	<u>1,985,258.15</u>	<u>1,864,719.76</u>	<u>2,416,256.76</u>	<u>430,998.61</u>
<b>Expenses</b>						
5875.900	Capital Projects	16,164.74	1,104,309.19	1,273,145.00	1,273,145.00	168,835.81
5892.900	Architect/Engineering Fees	-	17,392.92	-	-	(17,392.92)
5950.900	Contingency - General Fund Reserves	-	-	-	-	-
	<b>Total Expenses</b>	<u>16,164.74</u>	<u>1,121,702.11</u>	<u>1,273,145.00</u>	<u>1,273,145.00</u>	<u>151,442.89</u>
	<b>Change in Fund Balance</b>	<u>\$ (16,164.74)</u>	<u>\$ 863,556.04</u>	<u>\$ 591,574.76</u>	<u>\$ 1,143,111.76</u>	<u>279,555.72</u>
	<b>Change in Fund Balance without Cash Carryforward</b>		<u>\$ (871,344.95)</u>			
	<b>Beginning Fund Balance</b>		<u>1,658,910.27</u>			
	<b>Ending Fund Balance</b>		<u>\$ 787,565.32</u>			
<b>Unrestricted ARPA Funds</b>						
<b>Revenue</b>						
4000.904	Cash Carryforward	\$ -	\$ 604,364.35	\$ -	\$ -	\$ (604,364.35)
4760.904	Miscellaneous	4,565.34	4,565.34	-	-	(4,565.34)
	<b>Total Revenue</b>	<u>4,565.34</u>	<u>608,929.69</u>	<u>-</u>	<u>-</u>	<u>(608,929.69)</u>
<b>Expenses</b>						
5891.904	Construction Fees	-	-	-	-	-
5892.904	Architect/Engineering Fees	-	21,408.29	-	-	(21,408.29)
5894.904	Contracted Services	-	-	-	-	-
5910.904	Transfer of Funds	-	-	-	-	-
	<b>Total Expenses</b>	<u>-</u>	<u>21,408.29</u>	<u>-</u>	<u>-</u>	<u>(21,408.29)</u>
	<b>Change in Fund Balance</b>	<u>\$ 4,565.34</u>	<u>\$ 587,521.40</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(587,521.40)</u>
	<b>Change in Fund Balance without Cash Carryforward</b>		<u>\$ (16,842.95)</u>			
	<b>Beginning Fund Balance</b>		<u>604,364.24</u>			
	<b>Ending Fund Balance</b>		<u>\$ 587,521.29</u>			

# MEMORANDUM

**TO:** Melanie Hepperly, Mayor  
**FROM:** J.P. Thurlo, Chief of Police  
**DATE:** December 3, 2024  
**SUBJECT:** November 2024 Monthly Report

## OVERVIEW:

TYPE	November 2023	November 2024
Reports	46	27
Arrests	26	10
Citations	180	112

## ACTIVITY:

We had 388 activities entered into the Computer Aided Dispatch (CAD) system in November. Here are some of those activities:

- 12 Alarm Calls
- 3 Accidents
- 3 Disturbance – 0 armed
- 0 Burglary
- 154 Car Stops
- 0 Pedestrian Checks
- 6 Animal Calls

## Occurrences

Type	Time	Notes
Fairway Warrant	11/01/2024 20:04	5252 BELINDER RD, FAIRWAY, KS 66205 On 11/01/2024 Confirmed and faxed a warrant to Johnson County Central Booking
Disturbance	11/03/2024 14:41	5800 blk of MISSION RD, FAIRWAY, JOHNSON KS 66205 Subjects hit each other during a verbal dispute.
Accident	11/05/2024 18:55	4500 blk of SHAWNEE MISSION PKWY, MISSION, KS 66205 V1 and V2 were traveling east in the 4500 block Shawnee Mission Parkway. Traffic on eastbound Shawnee Mission Parkway abruptly stopped and V1 struck the rear of V2.

Fairway Warrant	11/06/2024 21:31	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) On 10/06/2024 Confirmed and faxed a warrant to Johnson County Central Booking.
Info- Assist Outside/ Pursuit	11/07/2024 11:06	54TH TER and MACKEY ST, OVERLAND PARK KS 66202 Assisted Merriam PD with translation.
Info- Assist Outside/ Pursuit	11/11/2024 22:23	4700 blk of MISSION RD, WESTWOOD, KS 66205 Assisted Westwood PD with an involuntary committal.
Fairway Warrant	11/13/2024 06:36	METCALF and FOSTER ST, MISSION KS 66202 Subject was contacted on traffic by Mission PD and was found to have active Fairway KS warrants. She was arrested and transported to Olathe ADC where she will remain until she can post her bond or released after 24 hours.
Info- Cancelled Case Number	11/13/2024 07:59	Cancelled Case Number
Theft	11/14/2024 17:07	4400 blk of 55TH ST, FAIRWAY, JOHNSON KS 66205 The victim's vehicle was stolen while he was at work.
Info - Lost Property	11/15/2024 02:18	5800 blk of MISSION RD, FAIRWAY, KS 66205 On 11/14/2024 a mobile phone was turned in.
Fairway Warrant	11/17/2024 02:03	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) On 11/17/2024 Confirmed on a warrant for a party being held at Olathe ADC.
Accident	11/20/2024 10:21	2800 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 V1 was traveling west on Shawnee Mission Parkway when V2 attempted to make a left turn from eastbound Shawnee Mission Parkway at which time V1 struck V2.
DUI	11/20/2024 10:21	2800 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was arrested for DUI, she was released after providing a blood draw, pending lab results.
	11/20/2024 12:35	5252 BELINDER RD, FAIRWAY, Kansas (FWPD)
Fairway Warrant	11/21/2024 02:41	- 5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) On 11/21/2024 Confirmed and faxed a warrant to JOCO Booking.
False Info/Lie/Interfere/Flee	11/21/2024 04:41	6100 blk of MISSION RD, FAIRWAY, KS 66205 On 11/21/2024 an offender with a felony warrant issued by KCMO PD fled from a traffic stop.
False Info/Lie/Interfere/Flee	11/21/2024 04:41	6100 blk of MISSION RD, FAIRWAY, KS 66205 Passenger on a traffic stop not wearing a safety belt provided a name and DOB that did not return. Similar name search returned a party with a warrant was identified by photograph as the same party.
DUI	11/21/2024 21:12	2800 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 The subject was stopped on traffic and found to be driving under the influence of alcohol.
Info- Assist Outside/ Pursuit	11/22/2024 02:35	5200 blk of MISSION RD, ROELAND PARK, KS On 11/15/2024 Officers responded to an accident in Roeland Park to assist.
Info- Assist Outside/ Pursuit	11/22/2024 08:46	. JOHNSON DR and SLATER ST, MERRIAM KS 66202 Assisted Merriam with translation.
Fairway Warrant	11/23/2024 12:31	5252 BELINDER RD, FAIRWAY, KS 66205 (FWPD) Faxed warrant to the County Jail for subject with a Fairway warrant contacted by Olathe PD and lodged.

Outside Warrant	11/23/2024 13:31	2800 blk of SHAWNEE MISSION PKWY, FAIRWAY, KS 66205 Subject was contacted on a traffic stop and arrested on Lenexa and Johnson County warrants.
Fairway Warrant	11/25/2024 10:31	5252 BELINDER RD, FAIRWAY, KS 66205 (FAIRWAY POLICE DEPARTMENT) Faxed Fairway warrant to the JoCo Jail for subject in custody.
Accident	11/25/2024 16:15	3600 blk of W 53RD ST, FAIRWAY, KS 66205 V1 backed into a legally parked U.S. Postal truck.
Fairway Warrant	11/26/2024 09:08	5252 BELINDER RD, FAIRWAY, KS 66205 (FW) Faxed warrant to the County jail for subject in custody with a Fairway warrant.

For the period November 2024

<b>CASES FILED</b>	<b>Nov 2024</b>	<b>YTD 2024</b>	<b>Nov 2023</b>	<b>YTD 2023</b>
DUI	1	5		17
Moving Violations	56	920	103	1,244
Non Moving Violations	54	802	73	962
Ordinance Violations		10		7
<b>Totals</b>	<b>111</b>	<b>1,737</b>	<b>176</b>	<b>2,230</b>

<b>COURT REVENUES</b>	<b>Nov 2024</b>	<b>YTD 2024</b>	<b>Nov 2023</b>	<b>YTD 2023</b>
Court Fines Collected	8,823.88	120,955.23	11,550.33	113,167.83
Court Costs Collected	1,983.00	28,738.50	2,915.67	28,717.67
<b>Totals</b>	<b>10,806.88</b>	<b>149,693.73</b>	<b>14,466.00</b>	<b>141,885.50</b>

<b>CASE DISPOSITIONS</b>	<b>Nov 2024</b>	<b>YTD 2024</b>	<b>Nov 2023</b>	<b>YTD 2023</b>
Dismissals	78	1,319	85	753
Diversion Agreements		11	3	26
Guilty Pleas	45	630	70	742
Trials on Plea of Not Guilty				6
Cases Appealed to Dist Court				
<b>Totals</b>	<b>123</b>	<b>1,960</b>	<b>158</b>	<b>1,527</b>

<b>WARRANTS</b>	<b>Nov 2024</b>	<b>YTD 2024</b>	<b>Nov 2023</b>	<b>YTD 2023</b>
Warrants Served	51	806	36	292
Warrants Issued	94	756	192	769
<b>Totals</b>	<b>145</b>	<b>1,562</b>	<b>228</b>	<b>1,061</b>





*Department of Public Works*

## **PUBLIC WORKS DEPARTMENT**

### **MONTHLY REPORT – November 2024**

#### **Snow Event**



Our first snow event happened on November 30<sup>th</sup>. Staff was called in around 10AM to remove about 2.5 inches of heavy, wet snow.

I have attached our first tracking sheet of the season for your review.

#### **Street Sweeping**

The most recent round of sweeping began on November 6<sup>th</sup> and has stretched into December. The Wards are taking four to five days per Ward right now.



This service will be ongoing for the foreseeable future.

#### **2025 CARS Project**



Public Works staff meet with the project manager at the Fieldston, WaterOne, and Kansas Gas on November 1<sup>st</sup>. Realistic timelines and space needs were discussed. We were very satisfied after the meeting that we will be able to fit the project in within 2025.

## **Stormwater**

November Stormwater updates:

**Watershed Number 1-** Next meeting December 5<sup>th</sup>.

**NPDES (National Pollution Discharge Elimination System)-** Met with consultant to discuss status. Training with new employee held. Report will be due in Topeka in February.

**APWA 5600 Criteria Update-** Next meeting on December 3<sup>rd</sup>.



# 2024-2025 Snow Removal Costs

Salt	Tons	\$/Ton	Total
		\$84.00	\$0.00
		\$84.00	\$0.00
		\$84.00	\$0.00
		\$84.00	\$0.00
		\$84.00	\$0.00
		\$84.00	\$0.00
		\$84.00	\$0.00
		\$84.00	\$0.00
		\$84.00	\$0.00
		\$84.00	\$0.00
<b>Total Tons</b>	<b>0</b>		
<b>Salt Total</b>			<b>\$0.00</b>

Truck Costs			Total
<b>Truck Total</b>			<b>\$0.00</b>

Employee OT	Hrs	\$/Hr	Total
Chris Mann	4		\$288.48
Rick Allen	5.5		\$264.55
Chuck Aldridge	5.5		\$234.03
Jovany Rosales	5.5		\$198.33
<b>Total Hours</b>	<b>20.5</b>		
<b>OT Total</b>			<b>\$985.39</b>

Employee CT	Hrs	\$/Hr	Total
Bill Stogsdill	0		\$0.00
Chris Mann	0		\$0.00
Rick Allen	0		\$0.00
Chuck Aldridge	0		\$0.00
Jovany Rosales	0		\$0.00
<b>Total Hours</b>	<b>0</b>		
<b>CT Total</b>			<b>\$0.00</b>

<b>Grand Total</b>			<b>\$985.39</b>
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Parks & Recreation Department

November 2024 Report

### **Upcoming Activities:**

- Weekly Monday, Tuesday, Wednesday & Thursday Open Gym Gymnastics
- Tuesdays – Chair Yoga
- Thursdays – Mindful Strength Training
- December 16 – Santa’s PET Workshop
- December 18, 19 & 21 – Santa’s Workshop

### **November City Hall Rentals**

City Hall – 21 total (15 Nerf, 2 Gymnastics, 1 MPR, 3 CC)

### **Santa’s Workshop Update**

Our Santa’s Workshop dates are filling up quickly! We have just under 110 kids registered, with more expected as we get closer to the 3 available dates. Renee and Jackson have been busy building the workshop at the Pool House, which looks wonderful already. I will provide lots of pictures in my January report!



### **Shawnee Indian Mission Christmas Tree Sale**

The annual Christmas Tree Sale put on by the Shawnee Indian Mission Foundation opened the week of Thanksgiving and will continue for a few weeks into December as the tree inventory dwindles down from the over 1,200 trees they started with. The SIM Foundation partners with a local Scout group to put on the sale every year.





### **Facility Winterizations**

Park irrigation systems and the buildings at the Fairway Pool have been winterized. Water at the West Building spigot at the Shawnee Indian Mission has also been turned off. Staff checks on these winterized facilities on a regular basis throughout the winter months.

### **Peterson Park Landscaping Project**

Smith Brothers Lawn & Landscape's bid was selected for the project and work began in mid-November. Smith Brothers currently maintains the landscaping and grass areas for both city parks, as well as their irrigation systems. They were able to make the necessary adjustments to the irrigation system and turn the system on/off as needed, especially during the days with colder temperatures.



### **Fairway Pool Main Drain Project**

The day after Council approved Mayor Hepperly to sign a contract with Lamp Rynearson to initiate the main drain replacement, we received notification from Lamp Rynearson that they had permanently closed their aquatic branch. We immediately began searching for other firms with aquatic engineering experts and are in discussions with WatersEdge. They are putting together a proposal for the project and I should have more updated information at the Council Meeting to provide an update.

### **Kathryn Lyon Flora Park Holiday Lighting Project**

Fairway residents, Paul & Susie Lyon, approached us about the possibility of adding holiday lighting to Kathryn Lyon Flora Park. Paul & Susie have generously provided funds for the purchase, installation and storage of the holiday lighting, as well as the installation of electrical outlets needed for the lighting. The outlets have been installed and garland lighting has been ordered. The holiday garland lighting should be installed in the first week of December. I will provide pictures in my December report.

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

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

The Council of the City of Fairway, Kansas, held their regular meeting at 6:30 P.M. at 5240 Belinder Road, Fairway, Kansas, on Tuesday, November 12, 2024.

Present: Council Members David Watkins, Jerry Williams, Dan Bailey and Joseph Levin.

Absent: Council Members Jenna Brofsky, Kelly Ann Buszek, Lee Story, Tanya Keys.

Presiding: Mayor Melanie Hepperly.

Staff Present: Nathan Nogelmeier, City Administrator; Anna Krstulic, City Attorney; J.P. Thurlo, Police Chief; Bill Stogsdill, Director of Public Works (via Zoom); Brice Soeken, Director of Parks and Recreation.

Visitors: Sandra Werth, 7103 Mastin; Dan O'Connell, 3806 West 57<sup>th</sup> Terrace.

CALL TO ORDER AND ANNOUNCEMENTS

Mayor Hepperly called the meeting to order. She introduced Anna Krstulic, who will be standing in for City Attorney Rich Cook at this meeting. She stated that the Council does not have a quorum present at the meeting. Councilman Story may be available to join the meeting later via Zoom. The meeting will proceed with monthly reports but any item that requires Council action will not proceed until a quorum is present.

PLEDGE OF ALLEGIANCE

Mayor Hepperly led the Council in the Pledge of Allegiance.

PROCLAMATION: NATIVE AMERICAN HERITAGE MONTH

Mayor Hepperly read a Proclamation designating November as National American Indian Heritage Month in the City of Fairway, Kansas. She introduced Sandra Werth and asked her to address the Council.

Sandra Werth stated that she represents the American Indians Committee of the National Society of Daughters of the American Revolution. The Committee focuses on promoting the knowledge of Native American culture with donations and scholarships. She thanked the volunteers and the City for all the programs and events at the Shawnee Indian Mission, stating that those events are a wonderful testament to the City's interest in preserving and promoting the history that occurred there.

Mayor Hepperly presented Sandra Werth with the Proclamation.

## MONTHLY REPORTS OF STANDING COMMITTEES

### CONSOLIDATED FIRE DISTRICT NO. 2, CHIEF CHICK

Mayor Hepperly referred to the report in the packet from the Consolidated Fire District No. 2.

### ADMINISTRATION AND FINANCE COMMITTEE, MR. NOGELMEIER

#### Monthly Report

City Administrator Nogelmeier referred to the report in the packet, subject to questions. He stated that the Committee met on October 30, 2024. The Finance report shows that sales tax was strong for October and above budget. He reported that he, Mayor Hepperly and Councilman Levin met with the City's financial advisor, Dave Arteberry, and took part in a ratings call. He explained that some criteria for ratings have changed and because Fairway has a population of under 5,000, the ratings call was required. The meeting went well and he expects to hear whether the City's rating will change next week.

Mayor Hepperly added that the City was required to go through the reevaluation process because cities under 5,000 population are automatically dropped one level unless the City is fiscally very sound. City Administrator Nogelmeier did an excellent job of presenting the City's financial position and she thinks the call went well.

### POLICE COMMITTEE, CHIEF THURLO

#### Monthly Report

Chief Thurlo referred to the Police Department report in the packet, subject to questions. He discussed several vehicle pursuits that occurred last month. He also announced that the Police Department has hired a new officer who will begin work on December 1, 2024. The new officer stated that he was excited about Fairway's culture and the way the City operates.

Responding to Councilman Williams' question, Chief Thurlo indicated that the Police Department is not yet fully staffed. He reported that another offer has been made to an officer who is currently deployed who is scheduled to be back in April. Fairway has also received several other applications and he hopes to be fully staffed within the next month.

### PUBLIC WORKS COMMITTEE, MR. STOGSDILL

#### Monthly Report



Director Stogsdill referred to the report in the packet subject to questions. He stated that new Equipment Operator, Giovanni Rosales, has begun work and is fitting in well and is learning to run the street sweeper and other equipment. They will be making rounds throughout the City with the street sweeper for the foreseeable future.

#### PARKS AND RECREATION COMMITTEE, MR. SOEKEN

##### Monthly Report

Director Soeken referred to his report in the packet, subject to questions. He discussed the successful driveway Trick-or-Treat event and thanked staff members and police officers who helped with the event.

#### MONTHLY REPORTS OF SPECIAL COMMITTEES

##### Tree Board

Director Stogsdill stated that the Tree Board met on October 30, 2024. The new District Forester for the State of Kansas Forestry Department, Blaine Strobel, was present at the meeting. The Tree Board discussed the types of trees that will be used for this year's plantings. This year's budget will cover replacement of all the trees in the right of way that were requested by residents. He has received three or four recent additional requests from residents and those replacements will be completed in the future.

#### APPROVAL OF CONSENT AGENDA

Mayor Hepperly outlined the four 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 #1816 – October 2024; (C) Agreement with Water Resources Solutions for a Preliminary Project Study Regarding State Park Road Flooding in an Amount Not to Exceed \$73,000; (D) Agreement with Smith Brothers Lawn and Landscape, LLC for Installation of a New Landscape Project at Peterson Park in an Amount Not to Exceed \$120,000.

Because there is not a quorum of Councilmembers present at the meeting, no action was taken on this item.

#### NEW BUSINESS

- A. Consider Ordinance #1814 - An Ordinance Relating to the Regulation of Traffic Within the Corporate Limits of the City of Fairway, Kansas; Incorporating by Reference the Standard Traffic Ordinance for Kansas Cities, 51st Edition, With Certain Additions; Amending and Repealing Existing Section 10-19 of the Code of Ordinances, City of Fairway, Kansas; and Repealing Section 1 of Ordinance No. 1795.

Because there is not a quorum of Councilmembers present at the meeting, no action was taken on this item.

- B. Consider Ordinance #1815 – An Ordinance Relating to the Regulation of Public Offenses Within the Corporate Limits of the City of Fairway, Kansas; Incorporating by Reference the Uniform Public Offense Code for Kansas Cities, 40th Edition, with Certain Changes; Amending and Repealing Existing Sections 8-25 and 8-26 of the Code of Ordinances, City of Fairway, Kansas; and Repealing Ordinance No. 1796

Because there is not a quorum of Councilmembers present at the meeting, no action was taken on this item.

- C. Consider Authorizing the Mayor to Execute an Agreement with Bollcom, Inc. for the Purchase and Installation of a New Phone System at City Hall and the Police Station in an Amount Not to Exceed \$30,000.

Because there is not a quorum of Councilmembers present at the meeting, no action was taken on this item.

- D. Consider Agreement with Burns & McDonnell for the Design of 2025 and 2026 CIP Projects.

Because there is not a quorum of Councilmembers present at the meeting, no action was taken on this item.

- E. Consider Agreement with Lamp Rynearson for Engineering Services Related to the Re-Design of the Fairway Pool Main Drain.

Because there is not a quorum of Councilmembers present at the meeting, no action was taken on this item.

- F. Consider Authorizing the Mayor to Execute an Agreement with TechTeam for the Purchase and Installation of a New Security Camera System at the Fairway Pool in an Amount Not to Exceed \$55,000.

Because there is not a quorum of Councilmembers present at the meeting, no action was taken on this item.

#### COMMENTS BY GOVERNING BODY

Mayor Hepperly asked for comments by the Governing Body.

Councilman Watkins referred to Councilman Story's comment at the October meeting concerning the dog waste stations around the City. He stated that he also appreciates the new stations and thinks they are a tremendous asset to the City.

PUBLIC COMMENT

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

Dan O’Connell, 3806 West 57<sup>th</sup> Terrace, stated that in August he proposed a change to the Noise Ordinance in the early morning hours. He knows changing the Ordinance would be a balancing act because there are other parties who may have different ideas than his. He discussed the issue with Councilman Watkins, and they came to unanimity on the concept of more peace and quiet later in the day rather than the early morning hours. His previous proposal was that the Noise Ordinance be in effect from 7:00 A.M. to 9:00 P.M. Monday through Friday and 9:00 A.M. to 9:00 P.M. on Saturday and Sunday. He outlined several references to noise in the Fairway Code and stated that Fairway has a solid history of balancing necessary noise levels with the comfort and health of its citizens.

He contacted Mission Hills, Westwood Hills and Mission Woods and found that those cities have evening hours that curtail noise earlier than Fairway. Each of those cities have a limit of 8:00 P.M. in the evening on Monday through Thursday and on Friday and Saturday, Mission Woods restricts noise at 5:00 P.M and Mission Hills and Westwood Hills restrict noise on Fridays and Saturdays at 6:00 P.M. These restrictions allow residents to enjoy their weekend evenings outside having dinner or just relaxing. In addition, Sundays in those cities have the most restrictive times with Mission Hills allowing no noise and Westwood Hills and Mission Woods restricting noise at 5:00 P.M.

Mr. O’Connell requested that the Council consider changing the Noise Ordinance evening times closer to the times of the neighboring communities, especially on Friday, Saturday and Sunday.

ADJOURNMENT

There being no further business to come before the Council, Mayor Hepperly adjourned the meeting.

The meeting adjourned at 6:53 P.M.

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Mayor Melanie Hepperly

Attest:

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Barb Fox, Recording Secretary

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

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

The Council of the City of Fairway, Kansas, held a special meeting at 6:30 P.M. at 5240 Belinder Road, Fairway, Kansas, on Wednesday, November 13, 2024.

Present: Council Members Jenna Brofsky, David Watkins, Jerry Williams (by Zoom); Lee Story, Dan Bailey, Joseph Levin.

Absent: Council Members Kelly Ann Buszek, Tanya Keys.

Presiding: Mayor Melanie Hepperly.

Staff Present: Nathan Nogelmeier, City Administrator; Anna Krstulic, City Attorney; Bill Stogsdill, Director of Public Works; Brice Soeken, Director of Parks and Recreation.

Visitors: None.

CALL TO ORDER AND ANNOUNCEMENTS

Mayor Hepperly called the meeting to order. She explained that the purpose of this Special Meeting is to transact business items requiring Council approval that could not be considered at the November 12, 2024 meeting because a quorum was not present. Because there are no members of the public currently online, Mayor Hepperly suspended public comment on all items. If someone from the public later joins the meeting and wants to comment on an item, she will reopen public comment.

PLEDGE OF ALLEGIANCE

Mayor Hepperly led the Council in the Pledge of Allegiance.

PUBLIC COMMENT FOR CONSENT AGENDA ITEMS

APPROVAL OF CONSENT AGENDA

Mayor Hepperly outlined the four 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 #1816 – October 2024; (C) Agreement with Water Resources Solutions for a Preliminary Project Study Regarding State Park Road Flooding in an Amount Not to Exceed \$73,000; (D) Agreement with Smith Brothers Lawn and Landscape, LLC for Installation of a New Landscape Project at Peterson Park in an Amount Not to Exceed \$120,000.

Mayor Hepperly asked for discussion. Hearing none, she asked for a motion.

Councilman Levin moved that the Council approve items A through D on the Consent Agenda. Councilman Watkins seconded the motion and the motion carried unanimously.

## NEW BUSINESS

- A. Consider Ordinance #1814 - An Ordinance Relating to the Regulation of Traffic Within the Corporate Limits of the City of Fairway, Kansas; Incorporating by Reference the Standard Traffic Ordinance for Kansas Cities, 51st Edition, With Certain Additions; Amending and Repealing Existing Section 10-19 of the Code of Ordinances, City of Fairway, Kansas; and Repealing Section 1 of Ordinance No. 1795.

Mayor Hepperly asked for discussion.

Responding to Councilwoman Brofsky's question, City Attorney Krstulic referred to a comparison in the packet that shows the changes made from last year's Ordinance. These changes are recommendations from the League of Kansas Municipalities and staff did not recommend any additional changes.

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

Councilwoman Brofsky moved that the Council approve Ordinance #1814 - An Ordinance Relating to the Regulation of Traffic Within the Corporate Limits of the City of Fairway, Kansas; Incorporating by Reference the Standard Traffic Ordinance for Kansas Cities, 51st Edition, With Certain Additions; Amending and Repealing Existing Section 10-19 of the Code of Ordinances, City of Fairway, Kansas; and Repealing Section 1 of Ordinance No. 1795. Councilman Watkins seconded the motion and the motion carried unanimously.

- B. Consider Ordinance #1815 – An Ordinance Relating to the Regulation of Public Offenses Within the Corporate Limits of the City of Fairway, Kansas; Incorporating by Reference the Uniform Public Offense Code for Kansas Cities, 40th Edition, with Certain Changes; Amending and Repealing Existing Sections 8-25 and 8-26 of the Code of Ordinances, City of Fairway, Kansas; and Repealing Ordinance No. 1796

Mayor Hepperly asked for discussion.

Responding to Councilwoman Brofsky's question, City Attorney Krstulic stated that the changes were recommended by the League of Kansas Municipalities. She noted that changes were incorporated from last year relating to the unlawful discharge of a firearm and those changes were approved by Chief Thurlo at that time.

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

Councilman Watkins moved that the Council approve Ordinance #1815 – An Ordinance Relating to the Regulation of Public Offenses Within the Corporate Limits of the City of Fairway, Kansas; Incorporating by Reference the Uniform Public Offense Code for Kansas Cities, 40th Edition, with Certain Changes; Amending and Repealing Existing Sections 8-25 and 8-26 of the Code of Ordinances, City of Fairway, Kansas; and Repealing Ordinance No. 1796. Councilman Levin seconded the motion and the motion carried unanimously.

C. Consider Authorizing the Mayor to Execute an Agreement with Bollcom, Inc. for the Purchase and Installation of a New Phone System at City Hall and the Police Station in an Amount Not to Exceed \$30,000.

City Administrator stated that the phone system the City is currently using is from 2008 and there have been some software issues. The 2024 budget included \$80,000 from the Capital Improvement Fund for the new system. He has not yet received the contract but requested that the Council authorize Mayor Hepperly to execute the contract once it is finalized and approved by legal counsel. He added that they considered going to one system between the two buildings (City Hall and the Police Station), but knowing there may be changes to the Police Station in the near future, staff has decided to have separate systems.

Mayor Hepperly asked for further discussion. Hearing none, she asked for a motion.

Councilman Story moved that the Council authorize the Mayor to execute an Agreement with Bollcom, Inc. for the purchase and installation of a new phone system at City Hall and the Police Station in an amount not to exceed \$30,000, following legal counsel review and approval. Councilman Watkins seconded the motion and the motion carried unanimously.

D. Consider Agreement with Burns & McDonnell for the Design of 2025 and 2026 CIP Projects.

City Administrator Nogelmeier explained that this Agreement will cover design projects in 2025 and 2026. Typically, only one year of design is done at a time, but one of the 2026 projects is the installation of a new storm sewer on 59<sup>th</sup> Street. The project will involve several blocks and will tie into the new system so it will be important for all the drainage calculations to be accurate and the multi-year design will allow lead time for redesign, if necessary. He did get a separate bid from Burns & McDonnell for just the design of the 2025 portion of the project, and that bid was \$20,000. A competing bid from another contractor was \$67,000, so he is confident in the pricing for the multi-year project. In addition, Roeland Park will pay one half of the design costs for the 2025 project, or \$10,000, so there will be an offset. He recommended that the Council authorize the Mayor to sign the Agreement once it is finalized and approved by legal counsel.

Mayor Hepperly asked for discussion. Hearing none, she asked for a motion.

Councilman Watkins moved that the Council authorize Mayor Hepperly to execute the Agreement with Burns & McDonnell for the design of 2025 and 2026 CIP projects, following review and approval by legal counsel. Councilwoman Brofsky seconded the motion and the motion carried with one abstention.

E. Consider Authorizing Mayor Hepperly to Execute an Agreement with Lamp Rynearson for Engineering Services Related to the Re-Design of the Fairway Pool Main Drain.

Director Soeken explained that during their post-season check of the pool, they discovered that there were problems with the cover over the main drain. They consulted with the engineers at Lamp Rynearson who advised that the Virginia Graham Baker Pool and Spa Safety Act (VGSA) had been updated since the City updated the main drain so even if the drain cover could be repaired, it no longer meets the requirements of the Act. The engineers also suggested that while the work on the main drain is being completed that it would be an opportune time to insert a liner into the cast iron piping from the main drain all the way to the surge pit in the pump room because the piping that is there now is corroded and looks like it is breaking down. Lamp Rynearson will prepare the design plans so that the City can put the project out to bid and will also help to ensure that the work done by the contractors adheres to the requirements of the Act. They hope to get as much work completed as possible before the end of 2024 and will use the contingency fund to pay for the work. He asked that the Council authorize Mayor Hepperly to execute the Agreement following review and approval by legal counsel.

Responding to Councilwoman Brofsky's question, Director Soeken stated that the City does have funds in contingency to pay for the design work and also probably a good portion of the actual work to the main drain. The design engineering work is expected to cost \$13,400.

Councilman Bailey stated that Lamp Rynearson clearly knows what they are doing and he would like them to look over everything at the pool to determine if other updates are needed rather than piecemealing those projects.

Director Soeken stated that he could budget in the future for the engineers to look over everything at the pool, but the current main drain issue is more pressing because the work will need to be completed before the pool can open next year.

City Administrator Nogelmeier explained that the VGSA is very specific about underwater drains for pools because of a specific incident involving a legislator's grandchild. When the Act was instituted, Fairway had a new cover installed and the main drain was certified to be in compliance with the Act. As for other pool-related issues, Lamp Rynearson has worked on various other issues at the pool, including the filtration system that was completely replaced in 2011. In today's

era, Fairway has one of the newer pool systems out there and any time there are concerns, either Lamp Rynearson or Water's Edge are contacted to review the issue. He is confident that Fairway is not out of compliance with anything else related to the pool. The pool would have been grandfathered in to compliance for the main drain if the cover could have been secured, but the cover could not be secured so the updates will be required.

As for timing, City Administrator Nogelmeier stated that if the Council approves Mayor Hepperly's execution of the design-phase Agreement, he expects the design will take one to two weeks. The project will then be put out to bid and the actual Construction Agreement will be prepared with whoever wins the bid. As City Administrator, he has authority for unbudgeted items of \$30,000. If the construction costs exceed \$30,000, Council approval will be required and therefore, a Special City Council meeting would be needed or the Agreement could be considered at the December 9, 2024 City Council meeting. It is important that the Construction Agreement be finalized in 2024 because 2024 contingency funds will be used to pay for the design and construction costs and the City cannot prepay a 2025 project with 2024 contingency funds.

Mayor Hepperly asked for further discussion. Hearing none, she asked for a motion.

Councilman Watkins moved that the Council authorize Mayor Hepperly to execute the Agreement with Lamp Rynearson for engineering services related to the re-design of the Fairway Pool main drain following legal review and approval of the final Agreement. Councilman Story seconded the motion and the motion carried unanimously.

F. Consider Authorizing the Mayor to Execute an Agreement with TechTeam for the Purchase and Installation of a New Security Camera System at the Fairway Pool in an Amount Not to Exceed \$55,000.

Director Soeken explained that this item was discussed at the Administration and Finance Committee meeting. The bid from TechTeam is the bid he feels most comfortable with and will result in a good camera security system at the Pool. The current security cameras are 10 years old and it is extremely hard to see anything outside. The new system will allow staff to log in remotely to view the cameras and to make sure everything is running smoothly. He requested that the Council authorize Mayor Hepperly to sign the contract following legal review and approval.

Mayor Hepperly asked for further discussion. Hearing none, she asked for a motion.

Councilman Story moved that the Council authorize Mayor Hepperly to execute the Agreement with TechTeam for the purchase and installation of a new security camera system at the Fairway Pool in an amount not to exceed \$55,000 following



legal counsel review and approval. Councilwoman Brofsky seconded the motion and the motion carried unanimously.

ADJOURNMENT

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

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

The meeting adjourned at 7:01 P.M.

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Mayor Melanie Hepperly

Attest:

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Barb Fox, Recording Secretary

**City of Fairway**  
**ORDINANCE #1817**  
**November 1, 2024 - November 30, 2024**

Vendor ID	Vendor	Account	Account Description	Date	Reference	Amount	Memo
CIVICP	CivicPlus LLC	5220.411	License Fees	11/06/24	321673	1,374.99	Municode pages for Code Book
JOCO 66061	Johnson County Adminstration Building	5220.411	License Fees	11/13/24	40599/40600	1,487.08	2024 AIMS Mapping data license
JOCOTR66201	Johnson County Treasurer	5230.411	Utilities	11/26/24	R44139	203.00	Real estate tax Kathy's Park
KGS	Kansas Gas Service	5230.411	Utilities	11/20/24	7073 11/8/24	70.34	10/7/24 to 11/6/24 City Hall
UNITEP	Unite Private Networks, LLC	5230.411	Utilities	11/13/24	SI24038479	900.00	Monthly fiber
VERIZO	Verizon Wireless	5230.411	Utilities	11/06/24	9977067605	131.53	September - October cell phones/surface pro/field tablet
WATERO64121	Water District No. 1 of Johnson County	5230.411	Utilities	11/13/24	4793 11/5/24	29.46	10/2/2024 to 11/1/2024 City Hall
KCLGRO	KCL Group Benefits	5250.411	Insurance	11/12/24	3216 10/11/24	100.80	November Life Insurance Premiums
MIDPUB64055	Midwest Public Risk	5260.411	Health Insurance	11/06/24	11/2024 Final In	7,692.50	November Health Insurance
DOODYC	DoodyCalls of Kansas City MO	5320.411	Consultant/Engineering	11/26/24	KAN0223420	440.00	Pet waste station service
JEREMYELEC	Jeremy Electrical	5330.411	Building Maintenance	11/06/24	25917	183.00	Chamber light repair
PETESP66202	Pete's Pest Control, LLC	5330.411	Building Maintenance	11/26/24	179341	40.00	Monthly pest control
SANTAF	Santa Fe Heating & Air	5330.411	Building Maintenance	11/13/24	261338825	875.00	HVAC service agreement City Hall
ORRICK	Orrick & Erskine, LLP	5350.411	Legal Fees	11/26/24	11/23/24	780.00	BZA Appeal
STINSO	Stinson LLP	5350.411	Legal Fees	11/20/24	43598576	1,764.00	Personnel
STINSO	Stinson LLP	5350.411	Legal Fees	11/20/24	43598578	10,175.60	City Attorney
STINSO	Stinson LLP	5350.411	Legal Fees	11/20/24	43598579	2,391.20	City Hall
ACEIMA	Ace ImageWear	5370.411	Equipment Maintenance & Licenses	11/26/24	1445461	78.88	Floor mats
KONICA75312	Konica Minolta Bus Solutions USA Inc	5370.411	Equipment Maintenance & Licenses	11/13/24	295679272	240.00	August copier usage
KONICA75312	Konica Minolta Bus Solutions USA Inc	5370.411	Equipment Maintenance & Licenses	11/13/24	296233080	240.00	Sptember copy usage
KONICA75312	Konica Minolta Bus Solutions USA Inc	5370.411	Equipment Maintenance & Licenses	11/13/24	296784228	240.00	October copier usage
PITNEY 1022	Pitney Bowes Global Financial Services LLC	5370.411	Equipment Maintenance & Licenses	11/26/24	3319943207	171.30	4th Qtr postage machine lease
SEI	Security Equipment Inc	5370.411	Equipment Maintenance & Licenses	11/26/24	884044	2,663.28	Annual Security Monitoring
INTCOD 1254	International Code Council, Inc.	5380.411	Training/Membership	11/13/24	1001968838	940.32	Building Code Books
NEJCCH	NEJC Chamber of Commerce	5380.411	Training/Membership	11/13/24	43237	1,200.00	Annual dinner table sponsor
GFL	GFL Environmental	5470.411	City Solid Waste and Recycling	11/13/24	AS0001307824	29,201.10	Dec City Solid Waste
HEPMEL REIM	Melanie Hepperly	5700.411	Office Supplies	11/13/24	10/21-11/11/24EX	266.97	Items for City Hall
SYSCO	Sysco Kansas City, Inc	5700.411	Office Supplies	11/06/24	6576436148	117.58	Paper towels & hand soap for City Hall
KCARBO	K. C. Arborist	5725.411	Ordinance Violation Assessment	11/06/24	33813	360.00	Code abatement tree
GARRET	Garrett Electronic Inc.	5951.411	Contingency	11/20/24	376230	5,808.66	Metal detector for Court
<b>Total Administration</b>						<b>70,166.59</b>	
VERIZO	Verizon Wireless	5230.412	Utilities	11/06/24	9977067605	932.14	September - October Surface Pro and Field Tablet
MIDPUB64055	Midwest Public Risk	5260.412	Health Insurance	11/06/24	11/2024 Final In	3,895.90	November Health Insurance
OPTUMB	Optum Bank	5260.412	Health Insurance	11/20/24	6131 11/14/24	166.67	ER HSA Contributions
OPTUMB	Optum Bank	5260.412	Health Insurance	11/26/24	6131 11/27/24	125.00	ER HSA Contributions
EVERGY	Evergy	5330.412	Building Maintenance	11/26/24	3126 11/19/24	2,261.97	10/17/24 to 11/18/24 PD
SANTAF	Santa Fe Heating & Air	5330.412	Building Maintenance	11/13/24	261338843	650.00	HVAC service agreement PD
SEI	Security Equipment Inc	5330.412	Building Maintenance	11/26/24	884044	1,566.24	Annual Security Monitoring
KU	The University of Kansas	5380.412	Training	11/26/24	C5E2A6E1	875.00	Training for Sgt. Schemper
OPTIV 1610	Optiv Security Inc.	5475.412	Equipment Purchase	11/20/24	INV10025877012	124.50	Tokens for REJIS
GOODYE66205	Goodyear Auto Service Centers 4330	5780.412	Car Expense	11/06/24	40707	175.50	Tire
SHAFOR	Shawnee Mission Ford, Inc.	5780.412	Car Expense	11/26/24	696125	368.64	Repair work unit #2401
SHAFOR	Shawnee Mission Ford, Inc.	5780.412	Car Expense	11/26/24	7057821	237.23	Repair work unit #2401
SHAFOR	Shawnee Mission Ford, Inc.	5780.412	Car Expense	11/26/24	7078221	191.90	Oil change and alignment to Codes car
SHAFOR	Shawnee Mission Ford, Inc.	5780.412	Car Expense	11/26/24	7079471	217.40	Oil change and alignment #4503
<b>Total Police Department</b>						<b>11,788.09</b>	
JOCOTR66201	Johnson County Treasurer	5230.413	Utilities	11/26/24	R145105	1,124.93	PW Real Estate Tax RPC Stormwater
KGS	Kansas Gas Service	5230.413	Utilities	11/20/24	2273 11/8/24	80.44	10/7/24 to 11/6/24 PW
KSONEC	Kansas One-Call System, Inc.	5230.413	Utilities	11/13/24	4100253	156.00	PW monthly dig safe locates
PRAXAI60055	Linde Gas & Equipment Inc.	5230.413	Utilities	11/20/24	46152946	62.20	Monthly cylinder rental PW
SANTAF	Santa Fe Heating & Air	5230.413	Utilities	11/13/24	261338834	300.00	HVAC service agreement PW
VERIZO	Verizon Wireless	5230.413	Utilities	11/06/24	9977067605	80.02	September - October Surface Pro and Field Tablet

WATERO64121	Water District No. 1 of Johnson County	5230.413	Utilities 11/13/24	3217 11/5/24	30.28	10/2/24 to 11/1/24 PW
MIDPUB64055	Midwest Public Risk	5260.413	Health Insurance 11/06/24	11/2024 Final In	8,835.10	November Health Insurance
OPTUMB	Optum Bank	5260.413	Health Insurance 11/20/24	6131 11/14/24	83.34	ER HSA Contributions
OPTUMB	Optum Bank	5260.413	Health Insurance 11/26/24	6131 11/27/24	83.34	ER HSA Contributions
AMEEQU	American Equipment Co.	5370.413	Equipment Maintenance & Licenses 11/20/24	72813	1,494.62	Basket on new truck
BLACKM6900	Black & McDonald	5580.413	Street Lights 11/13/24	761709906	1,102.15	Monthly streetlight maintenance PW
EVERGY	Evergy	5580.413	Street Lights 11/06/24	8364 10/28/24	666.87	PW streetlights
EVERGY	Evergy	5580.413	Street Lights 11/13/24	4930 11/1/24	7,449.03	Monthly signals PW
BALLS	Balls Food	5720.413	Miscellaneous 11/06/24	84509	15.96	PW water
GFL	GFL Environmental	5760.413	Dump Fees 11/13/24	AS0001305851	1,020.65	Dumpster PW
APPMAI60673	Applied Industrial Technologies	5770.413	Materials/Supplies 11/26/24	7030940255	114.92	Gloves, disposable box, & knives PW
LOWES 66205	Lowe's	5770.413	Materials/Supplies 11/13/24	87958	8.14	Lowe's BLT SNP PW
RYANLA	Ryan Lawn & Tree	5770.413	Materials/Supplies 11/26/24	830 11/1/24	841.50	Fall applications PW
STRASS	Strasser True Value	5770.413	Materials/Supplies 11/20/24	463686	19.39	Gorilla tape PW
WEXBAN 4337	Wex Bank	5780.413	Vehicle Expense 11/20/24	100947222	1,153.49	Fuel PW
NEWMAN	Newman Signs, Inc	5800.413	Street Signs 11/26/24	TRFINV057753	94.20	No Parking sign blanks PW
TREKKD	Trekk Design Group, LLC	5900.413	Capital Outlay 11/20/24	24001128	12,720.13	Cul-De-Sac surveys PW
<b>Total Public Works</b>					<b>37,536.70</b>	
MIDPUB64055	Midwest Public Risk	5260.414	Health Insurance 11/06/24	11/2024 Final In	863.60	November Health Insurance
BREWER	The Brewer Law Group, LLC	5350.414	Legal Fees 11/26/24	109	1,200.00	Prosecutor
<b>Total Court</b>					<b>2,063.60</b>	
KGS	Kansas Gas Service	5230.415	Utilities 11/20/24	1445 11/5/24	49.62	10/2/24 to 10/30/24 Pool
VERIZO	Verizon Wireless	5230.415	Utilities 11/06/24	9977067605	161.54	September - October cell phones and cradlepoint
WATERO64121	Water District No. 1 of Johnson County	5230.415	Utilities 11/13/24	1046 11/5/24	258.89	10/2/24 to 11/1/24 Pool
WATERO64121	Water District No. 1 of Johnson County	5230.415	Utilities 11/20/24	5068 11/5/24	316.37	10/2/24 to 11/1/24 KLF Park
MIDPUB64055	Midwest Public Risk	5260.415	Health Insurance 11/06/24	11/2024 Final In	3,173.90	November Health Insurance
OPTUMB	Optum Bank	5260.415	Health Insurance 11/20/24	6131 11/14/24	83.34	ER HSA Contributions
OPTUMB	Optum Bank	5260.415	Health Insurance 11/26/24	6131 11/27/24	83.34	ER HSA Contributions
WEXBAN 4337	Wex Bank	5420.415	Reimbursed Expenditures 11/20/24	100947222	13.41	Fuel PR
LEXING	Lexington Plumbing and Heating Company	5605.415	Maintenance 11/13/24	167073	360.00	Camera inspected main drain finding it leaks to surge pit
PETESP66202	Pete's Pest Control, LLC	5605.415	Maintenance 11/26/24	179334	60.00	Monthly pest control pool
SANTAF	Santa Fe Heating & Air	5605.415	Maintenance 11/13/24	261338852	800.00	HVAC service agreement Pool
LOWES 66205	Lowe's	5610.415	Operating Supplies 11/13/24	93768	137.72	Lock box and space heater for bathroom
SEI	Security Equipment Inc	5610.415	Operating Supplies 11/26/24	884044	894.36	Annual Security Monitoring
SYSCO	Sysco Kansas City, Inc	5610.415	Operating Supplies 11/06/24	6576436148	140.90	Toilet paper
JCW 64121	Johnson County Wastewater	5630.415	Taxes 11/06/24	2652 10/29/24	440.63	9/4/24 to 10/1/24 Pool
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping 11/06/24	2907	3,120.00	Tree pruning at KLF Park
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping 11/06/24	119861	120.00	Peterson Park mowing
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping 11/06/24	119871	55.00	KLF Park mowing
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping 11/06/24	119906	785.00	Peterson Park fall landscaping maintenance
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping 11/06/24	119924	285.00	KLF Park fall landscaping maintenance
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping 11/26/24	120330	280.00	KLF Park leaf removal
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping 11/26/24	120347	760.00	Peterson Park Fall leaf removal (round1)
INFLAT	Emily Thibault	5840.415	Facility Rental Supplies 11/20/24	49	450.00	Bounce house for gymnastic parties Nov. 3 and 17th
SYSCO	Sysco Kansas City, Inc	5840.415	Facility Rental Supplies 11/20/24	6576818832	353.55	Rental supplies
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming 11/06/24	11/1/24 MST	250.00	5 Mindful Strength Training classes in October
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming 11/06/24	11/1/24 Yoga	250.00	5 Tuesday Chair Yoga classes in October
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming 11/20/24	11/1/24 MST.	100.00	2 mindful strength training classes in November
BASSHA 1099	Shannon Basham	5920.415	Concerts/Programming 11/20/24	11/19/24 Yoga	150.00	3 chair yoga classes in November
KUMEDC 2003	Univ. of KS Medical Center OT Education	5920.415	Concerts/Programming 11/20/24	11/13/24 Aquatic	1,920.00	KU Sensory Enhanced Aquatics
LOWES 66205	Lowe's	5931.415	Special Events 11/06/24	84578	68.33	Christmas Decorations Santa's Workshop
<b>Total Parks &amp; Recreation</b>					<b>15,920.90</b>	
CONFLU	Confluence, Inc.	5901.665	Parks & Rec Capital Projects 11/13/24	29986	3,106.00	Peterson Park Landscaping Project
CONFLU	Confluence, Inc.	5901.665	Parks & Rec Capital Projects 11/13/24	30510	570.00	Peterson Park Landscape project
<b>Total Sales Tax Reserve Fund</b>					<b>3,676.00</b>	
EVERGY	Evergy	5230.760	Utilities 11/26/24	9880 11/19/24	180.65	10/17/24 to 11/18/24 SIM East Bldg
KGS	Kansas Gas Service	5230.760	Utilities 11/20/24	1864 11/8/24	43.84	10/7/24 to 11/6/24 SIM West Bldg

KGS	Kansas Gas Service	5230.760	Utilities 11/20/24	1982 11/8/24	85.47	10/7/24 to 11/6/24 SIM North Bldg
VERIZO	Verizon Wireless	5230.760	Utilities 11/06/24	9977067605	163.04	September - October phone and cell phone
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities 11/13/24	1421 11/5/24	16.57	10/2/24 to 11/1/24 SIM North Bldg
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities 11/13/24	2027 11/5/24	42.58	10/2/24 to 11/1/24 SIM East Bldg
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities 11/13/24	2031 11/5/24	20.20	10/2/2024 to 11/1/2024 SIM West Bldg
EAGLES	Gargoyle Farms, Inc.	5605.760	Maintenance 11/13/24	7994	690.00	SIM security monitoring
ENVISI	Envision Lawn & Tree	5605.760	Maintenance 11/13/24	26022	1,425.00	SIM Oct. mowing
GFL	GFL Environmental	5605.760	Maintenance 11/06/24	AS0001295284	23.00	SIM yardwaste dumpster
GFL	GFL Environmental	5605.760	Maintenance 11/13/24	AS0001305851	361.00	Dumpster for Fall Festival
KONE	Kone	5605.760	Maintenance 11/26/24	871463424R1	1,374.72	SIM Elevator maintenance
PETESP66202	Pete's Pest Control, LLC	5605.760	Maintenance 11/06/24	177858	180.00	SIM Pest Control
SANTAF	Santa Fe Heating & Air	5605.760	Maintenance 11/13/24	234724	1,025.00	SIM HVAC service agreement
<b>Total Shawnee Indian Mission Fund</b>					<b>5,631.07</b>	
CREDIS	Creative Displays of Kansas City, Inc.	4760.904	Miscellaneous Income 11/07/24	11/5/24 Lights	5,434.66	Holiday garland lights at KLF Park
<b>Total Unrestricted ARPA Funds</b>					<b>5,434.66</b>	
<b>Grand Total</b>					<b>152,217.61</b>	

Council Approval:

_____	_____
_____	_____
_____	_____

**CITY OF FAIRWAY  
2025 HOLIDAY SCHEDULE**

1. New Year's Day	Wednesday, January 1, 2025
2. Martin Luther King Day	Monday, January 20, 2025
3. Presidents' Day	Monday, February 17, 2025
4. Memorial Day	Monday, May 26, 2025
5. Juneteenth Day	Thursday, June 19, 2025
6. Independence Day	Friday, July 4, 2025
7. Labor Day	Monday, September 1, 2025
8. Veterans Day Observed	Tuesday, November 11, 2025
9. Thanksgiving Day	Thursday, November 27, 2025
10. Day after Thanksgiving	Friday, November 28, 2025
11. Christmas Day	Thursday, December 25, 2025

**NOTES**

- Employees will receive two personal days and their birthday this year.



KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

FEE, \$ 50.00

**RETAIL**

NO. 25-01

**DEALER'S**

**2025**

**LICENSE**

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to FOUR B CORPORATION DBA HEN HOUSE to sell at retail

**CEREAL MALT BEVERAGES**

**IN ORIGINAL AND UNOPENED CONTAINERS AND NOT FOR CONSUMPTION ON THE PREMISES**

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 2724 WEST 53<sup>RD</sup> STREET

(Give exact location, with street number, if any)

in the City of Fairway in Johnson County, KS,

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire DECEMBER 31, 2025, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said city, this 9<sup>th</sup> day of DECEMBER, 2024.

Countersigned

Mayor

City Treasurer

City Clerk





**DATE:** DECEMBER 5, 2024  
**TO:** MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL  
**FROM:** NATHAN T. NOGELMEIER, CITY ADMINISTRATOR  
**RE:** JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM

---

**Background:**

Attached is the 2025 Letter of Understanding for the Johnson County Utility Assistance Program.

A contribution of \$1,000.00 has been budgeted in the 2025 Administration Department Budget for this request.

**Attachment:**

- Letter of Understanding





## Aging & Human Services

November 14, 2024

To: City of Fairway  
5240 Belinder Rd.  
Fairway, KS 66205-2018

From: Joanne Haworth  
Johnson County Aging & Human Services

Re: 2025 Letter of Understanding  
Johnson County Utility Assistance Program

Dear Nathan Nogelmeier,

On behalf of Johnson County Aging & Human Services, I would like to express our sincere gratitude for the generous funding contributions that your municipality has made to the Utility Assistance Program. In 2024, City of Fairway contributed \$1,000.00 to the Utility Assistance Program. Your support plays a crucial role in helping our community members who are facing challenges in meeting their utility costs, particularly during these difficult economic times.

Over the past two years, requests for utility assistance have increased. In addition, utility account balances have also increased. To better address the needs of our community, we will be increasing the municipality fund portion per household amount from \$150 to \$200. This adjustment will provide much-needed relief to families who are struggling to keep up with higher utility bills. Your continued partnership is essential in making this change a reality. Johnson County Government plans to continue to provide \$300 per household for utility assistance. Together, we can ensure that our community has access to the resources they need to thrive.

Please find attached the 2025 Letter of Understanding, which has been signed by Tim Wholf, Director of Aging & Human Services. Please indicate your 2025 contribution, sign, and return a copy to Betty Boone at Johnson County Aging & Human Services at 11811 S. Sunset Dr, Ste #1300, Olathe, Kansas 66061, and keep a copy for your records. Or you may upload the signed Letter of Understanding to your City of Fairway folder.

Thank you once again for your ongoing support and dedication to our community. We look forward to working with you to enhance the Utility Assistance Program and to continue making a positive impact in the lives of our residents.

Warm regards,

A handwritten signature in cursive script that reads "Joanne Haworth".

[Joanne Haworth \(Nov 18, 2024 10:29 CST\)](#)

Joanne Haworth  
Outreach Services Manager  
Johnson County Aging & Human Services  
913-715-8923



**Purpose:** The purpose of the Johnson County Utility Assistance Program is to assist low-income Johnson County households in paying their utility bills.

**Rationale:** Utility assistance funding for low-income households is a critical measure aimed at addressing both immediate and long-term economic and social challenges. Losing access to electricity, gas, or water can lead to dire consequences, including health risks, loss of housing, and diminished quality of life. Emergency utility assistance should be available to help low-income households pay a portion of their utility bills when they have experienced a change in income, family disruption, or an excessively high utility bill.

**ELIGIBILITY**

**Income**

Eligibility	Total household gross monthly income for the last 30 days is not to exceed 200% of the Federal Poverty Guidelines.
Income	Income must include all sources from all household members aged 18 and older for the past 30 days. Income for those who are 18 years old and in high school do not need to provide proof of income nor is the income counted for the household.
Income sources	“Income” includes Social Security benefits, TANF, unemployment, child support, salary, and wages (gross), retirement income, pension, gifts, and tax refunds.
Documentation needed to verify household income	Appropriate documentation includes copies of paycheck stubs dated within last 30 days, current year eligibility letters, payment center records, letters from employers on business letterhead verifying income, bank statements dated within last 30 days, ledgers, and tax forms (regarding tax refund). Whenever possible, the intake worker will obtain third-party verification of income for all adult household members and include the verification in the client file.
Missing Income Documentation	A “Self-Declaration of Income” statement will be completed and signed by the client when the client has no income, no proof of income or no proof of child support.
No exceptions	No exceptions are made to the income guidelines. If an extraordinary circumstance exists, the intake worker will try to find alternative sources of financial assistance.

**Utility Account**

Account status	The utility account must be past due, have a disconnect notice, or be disconnected from service. Assistance may be provided for payment arrangements/average payment plans up to 14 days prior of the due date to prevent the disruption of the payment arrangement. The utility bill must be paid down to last remaining amount which equals funding available.
Utility account fees	Assistance may cover incurred utility account late fees. Assistance does not cover reconnection/disconnection fees, returned check fees, or utility deposits.
Account billing information	The utility account must be in the name of an adult resident of the household (age 18 or older). The utility billing name must match the name of the person applying for the assistance. If another adult in the household attends the appointment on behalf of the person on the bill, then verification from the utility company is needed for a secondary name on the account. A utility account in the name of a minor or in the name other than the adults residing in the household are not eligible for assistance. The utility bill must be for a zoned residence. No business locations (regardless of the living arrangement) are eligible for utility assistance.
Account transfer	Outstanding utility bills transferred from another residence are not eligible for assistance.
Self-payment	One full payment must be made on a utility account, once service has been established, before utility assistance can be applied.

	LIEAP (Low Income Energy Assistance Program) payments can qualify as a self-payment. This exception should be noted in a case note
--	--

**Residency**

Each household considered for eligibility must be located within the boundaries of Johnson County, Kansas.

\* City of Spring Hill residents in Miami County are only eligible for available City of Spring Hill UA funds.

**Frequency**

Households may be eligible to receive Johnson County utility assistance funds more than once annually as household funding is available. Back-to-back months of assistance will not be provided for the same utility account.

**APPLICANT RESPONSIBILITIES & DOCUMENTATION REQUIRED**

Proof of income	Applicants must provide proof of all household income for all household members aged 18 or older or complete a "Self-Declaration of Income" form.
Valid Picture ID & Social Security number	Applicants (adults 18+) must provide a picture ID and proof of a valid Social Security number. Identity documentation for minors may include the following: health insurance information, school records, passport. A tax return may be used to provide proof of social security numbers. Applicants who are unable to provide a social security number may provide a secondary form of identification, such as a permanent resident card, passport, ID card from their country, student ID card, visa, etc.
Most recent utility bill or disconnect notice	Applicants must provide their most recent utility bill or a notice of disconnection. These documents will confirm residency, ownership of account, and past-due amount. Account information retrieval from the utility website is acceptable.
Payment of difference in amount due before assistance	The Johnson County Utility Assistance Program pays the final portion of the past-due bill. Therefore, if the Utility Assistance Program benefit amount does not cover the entire past-due amount, the applicant is responsible for paying the difference before receiving assistance.
Correct information submitted	If incorrect information is intentionally used to apply for utility assistance, the household will not be eligible for assistance. By signing the intake forms, clients are indicating that they have reported accurate information.

**FUNDING**

Funding for the Johnson County Utility Assistance Program comes from county, city, utility companies and other social service entities.

[A] **The cities** enter a contractual arrangement with the county to provide utility assistance to their residents. Each city sends the program an agreed-upon amount each year (spelled out in a letter of understanding), and the program uses that money to assist residents of the designated city. Funds are *never* taken from one city to help residents of another city.

[B] **The county** allocates funds to the program. This money is used in conjunction with city funds, utility company funds and other social service entity funds.

[C] **Johnson County utility companies and social service entities including but not limited to: Atmos, Resurrection A United Methodist Church, Evergy, Johnson County Wastewater, Water District #7 and Water One** allocate funds to the program for payment of their customer’s utility bills. This money is not tied to the use of city or county funds or terms of payment.

**NOTE ON FUNDING AVAILABILITY**

It is possible that funds will be depleted in a given calendar year.

- If city funds are depleted, Aging and Human Services may request supplemental funding from the city.
- If county funds are depleted, Aging and Human Services may request supplemental funding from the county.
- If Utility Company funds are depleted, Aging and Human Services may request supplemental funding from the appropriate agency.
- In any case, if supplemental funding is not available, the benefit amount will be reduced or will be unavailable.

#### **APPLICATION PROCESS SUMMARY**

1. The potential client contacts the Utility Assistance phone line (913-715-6653) for assistance. The client is screened for eligibility.
2. For eligible clients, an appointment is made at the appropriate Multi-Service Center to complete intake paperwork.
3. All paperwork is completed, and documentation is collected at the appointment.
4. Once eligibility is confirmed, paperwork is completed and documentation is collected, a pledge may be made to the utility company.
5. All documentation is processed for payment.

\*(From initial intake appointment to payment to the utility company may take up to four weeks.)

**Letter of Understanding  
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM  
2025 Program Year**

This Letter of Understanding is entered into by and between Johnson County Aging & Human Services (“Aging & Human Services”) and the **City of Fairway** (“City”) for administration of the **Utility Assistance Program**.

The parties do mutually agree as follows:

**ELIGIBILITY**

Aging & Human Services will determine eligibility using the following factors:

1. Verify that the applicant is a resident of the City and that the name of the applicant, spouse, or another adult age 18 or older living in the household is on the utility bill.
2. Verify that the applicant’s household for the past 30 days has a gross income at or below 200% of the Poverty Guidelines as published in the Federal Register. Exceptions will be considered on a case-by-case basis if extraordinary circumstances warrant it. (For income sources and allowable documentation, refer to attached “Utility Assistance – Master Guidelines & Procedures.”)
3. Verify that the utility account is past due, has a disconnect notice, or is already disconnected from service.

**BENEFITS & SERVICES PROVIDED**

In providing utility assistance benefits to eligible City applicants, Aging & Human Services will:

1. Determine the amount of payment to be made to the utility, based on the amount of arrearage or the maximum benefit, whichever is lower.
2. Supplement City funds with matching County funds on a per household, per calendar year basis.
3. Process payments to the utility vendors through the County’s voucher system.
4. Provide quarterly reports to the City on the funds expended and balance.

**CONSIDERATION**

In consideration of the above provisions, the City will contribute \$\_\_\_\_\_ for the services listed in this Letter of Understanding for calendar year of 2025. The City will make a one-time contribution on or about January 1 of the program year. At the end of the program year, any City contributed unobligated funds will automatically be rolled over to the next program year or, upon request, returned to the City.

**SPECIAL PROVISIONS**

1. Any exceptions to the above procedures will be discussed and mutually agreed upon by a designated representative of the City and Aging & Human Services.

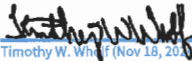
2. The benefit amount to City residents will be reduced when either City or County funds have been exhausted.
3. This letter of understanding may be terminated by either party upon thirty days written notice.

Executed in duplicate and on the date listed below:

**City of Fairway**

**Johnson County Aging & Human Services**

\_\_\_\_\_  
Signature

  
Timothy W. Wholf (Nov 18, 2024 12:06 CST)  
\_\_\_\_\_  
Timothy Wholf, Director

\_\_\_\_\_  
Name & Title

Date \_\_\_\_\_

Date 11/18/2024



DATE: DECEMBER 4, 2024  
TO: MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL  
FROM: NATHAN NOGELMEIER, CITY ADMINISTRATOR  
RE: ANNUAL RENEWAL OF INFORMATION TECHNOLOGY SERVICES WITH JOHNSON COUNTY IT

---

**Background:**

Johnson County Department of Innovation and Technology has provided Information Technology Services/Support for the City since 2012. The original agreement provides for an annual renewal. Attached is the 2025 agreement, with Exhibit A-Services, reflecting a total cost of \$41,260.40. For reference, last years' contract was \$37,237.45.

For reference, prior to switching to DTI, the city was spending about \$60k on IT support.

**Recommendation:**

Staff requests approval of the Annual JOCO IT Agreement with a not to exceed amount of \$41,260.40.

**Attachments:**

- IT Agreement

INFORMATION TECHNOLOGY SERVICES  
AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS AND THE CITY OF FAIRWAY, KANSAS

THIS INFORMATION TECHNOLOGY SERVICES AGREEMENT entered into this 7<sup>th</sup> day of December, 2023, by and between the City of Fairway, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the CITY is located within Johnson County, Kansas, organized and existing under the laws of the State of Kansas; and

WHEREAS, the County is a municipal government organized and existing under the laws of the State of Kansas; and

WHEREAS, the CITY desires to engage the services of the County for the purpose of providing information technology services; and

WHEREAS, the CITY and the County are authorized by K.S.A. 12-2908 to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, the County’s Chief Information Officer has been authorized by the Board of County Commissioners to execute this Tech Agreement under Resolution No. 110-23; and

WHEREAS, the CITY and the County hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and pursuant to and in accordance with the statutory authority vested in the CITY and the County, the parties hereto agree as follows:

1. The CITY and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended for an additional term from January 1, 2025 through December 31, 2025 (“Term”).
2. The CITY has requested Information Technology Services from the County. The Master Service Agreement provides the service offerings, scope and support model, services response times, City responsibilities, County responsibilities, and the terms and conditions. The Master Service Agreement can be found here <https://www.jocogov.org/media/johnson-county-it-master-services-agreement>
3. The County shall provide the CITY the services as set forth in Exhibit A (“Services”), which is attached hereto and incorporated herein by reference.

4. The CITY agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. The prices stated in Exhibit A are based on the number of supported employees stated therein. If the total number of supported employees increases or decreases by 4 or more, then the total cost of this Agreement will be adjusted for the remainder of the contract period (pro-rated at the rate of \$1,060 per employee per year plus the cost of licenses).
5. As indicated in the Master Service Agreement, CITY must comply with the County standards in order to receive hardware and software support as indicated in Exhibit A. The County Standards can be found here <https://www.jocogov.org/media/hardware-standards>

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

**CITY OF FAIRWAY, KANSAS**

By \_\_\_\_\_  
Melanie Hepperly, Mayor

Date \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS**

By \_\_\_\_\_  
William P. Nixon, Jr. Chief Information Officer

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Haga, Assistant County Counselor

Date \_\_\_\_\_

*[Remainder of page intentionally left blank]*



**EXHIBIT A**

**City of Fairway Services**

	<u>City</u>	<u>Police</u>
# Full Time Users	16	10
# Part Time Users	9	0
# of Devices	28	21
# of Servers	1	3

**Locations:**

City Hall Administration & Park and Rec; 5240 Belinder Road  
 Police Department; 5252 Belinder Road  
 Public Works Department; 5505 Buena Vista  
 Swimming Pool; 6136 Mission Road

<b>Support Services:</b>		
Systems	\$8,804.14	\$5,153.64
Network	\$4,175.65	\$2,444.28
Security	\$5,356.04	\$3,135.24
End User Support	\$5,399.50	\$3,160.68
<b>Services Subtotal for City/Police</b>	<b>\$23,735.31</b>	<b>\$13,893.84</b>
<b>Support Services Total</b>	<b>\$37,629.15</b>	

**No Charge Services**

Application Support DTI will interface with the Laserfiche support to assist with problem resolution  
 Data Management DTI will provide regular monitoring of the Laserfiche database backups and identify problems as they occur.

<b>Hardware:</b>	Virtual Servers PD 3 @ \$500 ea	\$500.00	\$1,000.00
<b>Software:</b>	Check Point Licenses - 41@\$30 & 8 @ \$5	\$860.00	\$650.00
	Lansweeper Licenses - 41 @ \$1.25	\$35.00	\$26.25
<b>Other:</b>	Annual domain renewals for 4 websites (1 city/3 PD): fairwaykansas.org;	\$15.00	\$45.00
	Contract Administration Fee	\$250.00	\$250.00
<b>Total Managed Services</b>		<b>\$41,260.40</b>	



**DATE:** DECEMBER 5, 2024  
**TO:** MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL  
**FROM:** NATHAN T. NOGELMEIER, CITY ADMINISTRATOR  
**RE:** FAIRWAY EMPLOYEE MANUAL CHANGES

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**Background:**

As discussed at the Administration & Finance Committee meeting on December 4th, staff is recommending four changes in the City of Fairway Employee Manual. These changes are to ensure the handbook aligns with language included in the Non-Discrimination Ordinance approved by the City Council in 2019.

**Recommendation:**

Staff recommends approval of the proposed changes

**Attachment:**

- Redline version of employee manual (substantive changes only occurred the Anti-harassment/Anti-discrimination Policy and Technology Policy)
- Clean version of employee manual

**CITY OF FAIRWAY**  
**EMPLOYEE HANDBOOK**

Updated ~~July 2022~~ December 2024

# City of Fairway Employee Handbook

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**CITY OF FAIRWAY ("the City")  
Employee Handbook Waiver**

I acknowledge the receipt of this Employee Handbook and will comply with the regulations as outlined in the manual.

If I do not understand, I acknowledge that I can question up the chain of command for clarification.

I will return the handbook, City keys, and all other City equipment in the event that my employment with the City ceases.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

## **City of Fairway Mission Statement**

Sustain and develop the character of our community ensuring the highest quality of life for our residents.

We characterize our mission with the following values:

- Respond to the needs of our residents.
- Provide a strong and safe residential community and an attractive place for people to work and shop.
- Maintain a consistent umbrella of service. Ensure the highest quality of services given available resources.
- Strive to reinvest in and improve our existing facilities and infrastructure.
- Work proactively on community issues by seeking innovative solutions.
- Preserve and enhance our green spaces and trees.
- Provide an attractive place to work for our employees that encourages job satisfaction and tenure.
- Commit to excellence.



## **EMPLOYMENT-AT-WILL**

**This manual should not be construed as, and does not constitute, a contract of employment. Unless you are an elected or a contract employee who has executed a written employment agreement, the relationship between the City and you is an employment-at-will relationship. This means that the employment relationship is by mutual consent of the City and you. The employment relationship is not for any definite period of time. While it is expected that your employment with the City will be rewarding and long-term, either you or the City may terminate the employment relationship at any time with or without notice, for any reason or no reason at all, with or without cause. It should also be understood that no representative of the City, other than the Governing Body, has any authority to enter into any agreement of employment for any specified period of time, or to make any agreement contrary to the foregoing. Furthermore, if the Governing Body makes any such agreement, it shall not be enforceable unless it is in writing and signed.**

**Nothing in this Handbook, or in any other written materials or verbal statements provided by City representatives, shall limit either the City's or the employee's right to so terminate the employment relationship. The employment-at-will relationship reflects the economic realities of today's business climate. It provides both the employee and the City the opportunity to freely select the appropriate job and individual as circumstances warrant. These statements about the at-will nature of employment constitute the entire understanding between the City and its employees regarding this subject.**

**These employment-at-will provisions also apply to other benefits, working conditions, and privileges of employment with the City. The City has the right, in its sole discretion, to change or eliminate these at any time, with or without advance notice, except as may otherwise be required by law.**

## **CHAPTER 1. CONDITIONS OF EMPLOYMENT**

### **Section 1.1 Physical and Drug Screen/Background Check**

- a. Employees are required to pass a pre-employment physical to be administered by the City's designated occupational healthcare provider. The physical will be based upon the physical requirements in the job description of the position for which the employee has applied. Individuals filling safety sensitive positions must also pass a pre-employment drug screen also administrated by Employer Health Services. Safety sensitive positions are outlined in the Substance Abuse Policy Chapter 5.
- b. Employees are required to pass an investigative background check through the National Crime Information Center (NCIC) and through the Kansas Bureau of Investigation. Employees who will be driving for the City or driving City vehicles must have and maintain a valid driver's license as of the employment date. Public Works maintenance employees must have or obtain and maintain a valid Class C Commercial Driver License within six (6) months of employment date.
- c. Employees are required to pass a pre-employment functional capacity evaluation or, in the case of Police Officers, a physical ability test. These evaluations ensure potential employees are physically capable of performing all job-related duties.

### **Section 1.2 Classification**

#### **a. Regular Full-Time Employee**

A regular full-time employee is an employee hired to fill a full-time position and has a work schedule of 40 hours per week. All regular full-time positions are non-exempt under the Fair Labor Standards Act unless otherwise specified in their job description.

#### **b. Regular Part-Time Employee**

A regular part-time employee is an employee hired to fill a part-time permanent position and in general has a work schedule of less than 40 hours per week. All regular part-time positions are non-exempt under the Fair Labor Standards Act. Examples of regular part-time employees are the Municipal Judge and City Prosecutor. Regular part-time employees are not eligible for most of the employee benefits outlined in Section 3 of this manual unless otherwise designated by the City Council.

#### **c. Seasonal and Temporary Employees**

A seasonal or temporary employee is an employee hired for a specific period of time or to complete a specific assignment. These employees may work 40 hours per week during their employment. All seasonal and temporary positions are non-exempt under the Fair Labor Standards Act. Examples of seasonal and temporary positions include most Pool positions. These employees are not eligible for most of the employee benefits outlined in Section 3 of this manual unless otherwise designated by the City Council.

**d. Contract Employee**

A contract employee is an individual hired under a specific employment agreement. The only employee benefits granted to contract employees are those benefits specifically covered in the employment contract between the City and the contract employee. Examples of contract employees include: City Attorney, Special Zoning Counsel, and City Engineer.

**e. Elected Officials**

An elected official is an individual who is elected by the voters. Examples include Mayor and members of the City Council.

**f. Appointed Officials**

An appointed official is an individual who is appointed by the Mayor with the approval of the City Council. Examples include members of the Planning Commission and Board of Zoning Appeals, Public Officer, City Treasurer and members of special or ad hoc committees and task forces.

**Section 1.3 Oath of Office**

All Officers of the City, whether elected or appointed, either under the laws of the State of Kansas or ordinances of the City, and every person to be employed by the City, shall, before entering upon the duties of their respective offices or employment, take and subscribe in writing to the oath or affirmation as follows:

"I do solemnly swear (or affirm, as the case may be) that I will support the Constitution of the United States and Constitution of the State of Kansas and faithfully discharge the duties of \_\_\_\_\_ (enter name of office). So help me God." (K.S.A. Supp. 54-106)

**Section 1.4 Confidentiality**

As the result of your employment with the City, you may acquire and have access to confidential information belonging to the City of a special and unique nature and value, relating to such matters as the City's personnel and compensation information, accounts, procedures, manuals, financial data, supply sources and resources, contracts accounting and bookkeeping practices, policies and practices, confidential reports, contracts, litigation and other legal matters, as well as information specific to the City's services.

As a condition of employment, you agree that all such information is the exclusive property of the City, and that you will not at any time divulge or disclose to anyone, except in the responsible exercise of your job, any such information, whether or not it has been designated specifically as "confidential."

Nothing in this section is intended to interfere with the City's obligations under the Kansas Open Records Act (KORA), and all requests for records from the City should be forwarded to the City Clerk.

## **Section 1.5 Probationary Period**

All employees, with the exception of Elected and Appointed Officials, are on probation for six (6) months from their employment date. Probationary periods may be extended or reinstated by the Department Head, the City Administrator, or the Mayor.

## **Section 1.6 Hours of Work**

The City's standard workweek is Sunday through Saturday. Regular full-time employees are scheduled to work forty (40) hours per week, Monday through Friday, with the exception of Police Officers who are scheduled to work by shift in accordance with the Police Department Standard Operating Procedure Manual. Department Heads may, at their discretion, implement flexible hours to meet departmental needs and schedules.

## **Section 1.7 Overtime/Call Back/Compensatory Time**

### **a. Overtime/Compensatory Time**

Overtime is paid time actually worked in excess of a forty- (40) hour workweek and is paid at one and one half (1.5) times the regular rate. All overtime must be approved by the Supervisor or Department Head.

Compensatory time is paid time off that is accrued for time actually worked in excess of a forty- (40) hour workweek in lieu of overtime pay. Compensatory time is accrued at the rate of one and one half (1.5) hours for each hour worked in excess of a forty- (40) hour workweek. All compensatory time must be approved by the Supervisor or Department Head.

Non-exempt employees are eligible to receive overtime/compensatory time. Non-exempt employees who work overtime will be paid or will accrue compensatory time at a rate of one and one-half (1.5) times the regular rate. Employees in Exempt positions are not eligible for overtime.

***The Supervisor or Department Head may limit the amount of overtime an employee can accrue. The Supervisor or Department Head may limit the amount of compensatory time an employee can accrue and keep in reserve.***

Fifteen (15) minutes is established as a minimum amount of work performed to be eligible for overtime or compensatory time. Time worked is to be reported in hours and quarter hour increments with additional minutes being rounded to the nearest quarter hour.

### **b. Call-Back Time (Notification while off-duty)**

Call-back time occurs when non-exempt employees are notified while off-duty that they are required to perform unscheduled work over and above the normal work day and it is necessary that they return to work. Call back time must be approved by the Supervisor or Department Head.

If a non-exempt employee, while off-duty, is called back to work, the employee will receive a minimum of two (2) hours' pay; however, the two- (2-) hour minimum is not applicable if the employee receives the call-back notification before leaving work the same day.

## Section 1.8 Payroll Deductions

The City is required by law to make certain deductions from an employee's compensation. These deductions include withholding for federal and state income taxes, Federal Insurance Contributions Act (FICA) tax (also known as Social Security and Medicare tax), garnishments, and contributions to the Kansas Public Employees Retirement System (KPERs/KP&F).

Voluntary deductions for certain items are also made through payroll deduction. Some of these are medical and dental benefit premiums, contributions to the deferred compensation plan, KPERs optional life insurance premium, and contributions to the United Way.

## Section 1.9 Anti-Harassment and Anti-Discrimination Policy

### a. Equal Employment Opportunity Policy

The City's policy is to provide equal employment opportunity without unlawful discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status or any other characteristic protected under applicable federal, state, or local law. ~~race, color, religion, sex, , age, national origin, ancestry, disability, veteran status, or any other unlawful reason.~~ The City will administer all personnel matters such as hiring, compensation, benefits, promotions, training, transfers, layoffs, and terminations without regard to and without discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status or any other characteristic protected under applicable federal, state, or local law. ~~race, color, religion, sex, age, national origin, ancestry, disability, veteran status, or any category protected by Federal, state, or local law.~~

### b. Policy Prohibiting Harassment and Discrimination

The City is committed to providing all of its employees a work environment which is free of discrimination, intimidation, insult, and harassment including, but not limited to, that which is based upon race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status or any other characteristic protected under applicable federal, state, or local law. ~~race, color, religion, sex, age, national origin, ancestry, or disability.~~ All employees and volunteers are expected to uphold and abide by this policy. This policy applies to all conduct that occurs on City premises and at off-site, City-sponsored events. This policy also applies to conduct that may occur outside of the workplace but that has the effect of creating a hostile work environment.

### c. Sexual Harassment Prohibition

The City's non-harassment policy specifically (but without limitation) prohibits an employee from engaging in any intimidating, insulting, coercive, or harassing behavior that is sexual in nature. Examples of prohibited conduct include, but are not limited to:

- Spoken or written comments relating to a person's sex, unless there is a legitimate, work-related reason for such comments and such comments are tasteful and non-offensive;

- Any unwelcome advance or contact of a sexual nature;
- Inappropriate sexually oriented comments about a person's body or behavior;
- Showing or displaying pornographic or sexually explicit objects or illustrations in the workplace or while performing duties for the City;
- Sexually offensive comments, jokes, or innuendoes;
- Making a sexual or suggestive remark or gesture about any person's clothing, physical appearance or body (including whistling or "cat calls" and gestures using hand or body movements);
- Referring to a person using a slang term or nickname that has a sexual connotation (such as "babe," "honey," "hunk," "stud," etc.);
- **Name calling, gossip, comments or jokes that may be derogatory towards a particular person because of his/her sex;**
- **Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature.**

Any employee who is found to have violated this policy will be subject to disciplinary action determined by the City in its sole discretion, up to and including termination. Nothing within this policy should be understood in any way as a limitation on the City's right to decide what action is appropriate.

The City's policies prohibit inappropriate conduct that may not be a violation of the law but which is still considered inappropriate for the workplace. Any investigation and/or discipline pursuant to this policy should not be considered an acknowledgement that any laws were violated but only that the City considered the conduct inappropriate and thus a violation of the policy.

**d. What to Do If You Feel Our Anti-Harassment and Anti-Discrimination Policy Has Been Violated: Harassment Complaint Procedure**

**(1) Reporting Procedure**

In order for the City to take appropriate corrective action, it must be made aware of harassment or retaliation. Therefore, if you have experienced or observed harassment based on the protected categories stated above or retaliation, you should immediately report such behavior to one of the following people, without fear of reprisal:

- (a)** If you are employed in the City's Police Department, report the incident to your immediate supervisor. If your immediate supervisor is the alleged harasser, report the incident to the next level person within the appropriate chain of command. If the Chief of Police is the alleged harasser, report the incident to the City Administrator or the Mayor.

- (b) If you are employed in the City's Parks and Recreation Department, report the incident to the Director of the Parks and Recreation Department. If the Director of the Parks and Recreation Department is the alleged harasser, report the incident to the City Administrator or the Mayor.
- (c) All other employees should report the incident to your supervisor, the City Administrator, or the Mayor.

(2) **Handling of Complaints.**

- (a) **Obligation to Report:** You must report any harassment or discrimination, even if the person committing the conduct is not an employee of the City. The City's policy is to take appropriate action to protect its employees from harassment or discrimination, regardless of who commits the harassment or discrimination.
- (b) **Supervisor's Obligation to Report:** Any supervisor who experiences, witnesses, or receives a written or oral report or complaint of harassment or related retaliation shall promptly report it to his or her Department Head and the City Administrator. The supervisor, in consultation with the appropriate Department Head and the City Administrator, shall take appropriate interim and/or remedial actions as necessary during the investigation. (Examples: temporary assignment, paid leave of absence, separation of the complainant and alleged offender).
- (c) **Investigation Process:** Reports or complaints under this Policy shall be addressed and resolved as promptly as practicable after the complaint or report is made. The supervisor, Department Head, City Administrator, or Mayor receiving a complaint of harassment or discrimination shall take the details of the complaint in writing and have the complainant sign and date it. The complaint should include details regarding the incident(s) or conduct giving rise to the complaint; dates and location of incident(s); any witnesses to the alleged incident(s) or conduct; and action(s) requested by the complainant to resolve the complaint.

Copies of the signed complaint shall be forwarded to the Mayor, City Administrator, City Attorney, and the complainant's and alleged harasser's Department Head(s). Typically, the Department Head of the alleged harasser has responsibility for processing complaints of sexual harassment. If the Department Head or the complainant has doubts about the ability of such Department Head to conduct an impartial investigation, or if the Department Head is the alleged harasser, then the City Administrator or other assigned investigator shall investigate the incident.

The investigator shall promptly interview and secure statements from all participants in, and witnesses to the alleged incident. He/she may review personnel or other records relevant to the

complaint. After completion of the investigation, the investigator shall provide to the City Attorney a written report including a description of the complaint, a summary of the interviews and a copy of all documents reviewed. The investigator, in consultation with the City Attorney, shall reach a conclusion as to whether sexual harassment has occurred with a statement of supporting rationale.

If the charge is substantiated, the accused harasser's supervisor and/or Department Head shall, after consultation with the City Administrator and the City Attorney, determine the appropriate level of discipline, up to and including termination. A document describing the ~~level~~level of discipline and a brief statement of the reason for the discipline shall be placed in the accused employee's personnel file. All other documents regarding substantiated and unsubstantiated charges shall not be placed in personnel files, but shall be maintained by the City Administrator in a confidential EEO file established expressly for retaining complaints of harassment against employees along with a copy of the entire investigation file.

The City will, to the extent possible, treat the matter with the degree of confidentiality that is appropriate under the circumstances.

**e. City Does Not Tolerate Retaliation**

The City will not tolerate retaliation against any employee for complaining about harassment or discrimination or providing information in connection with any complaint. The City wants and encourages its employees to report any potential harassment or discrimination. Employees are required to cooperate with the City during any investigation of harassment or discrimination by providing information about any matters under investigation.



## **CHAPTER 2. CODE OF CONDUCT**

### **Section 2.1 Code of Conduct**

#### **a. Statement of Policy**

Elected and appointed officials and employees of the City have a special obligation to maintain the integrity and reputation of the City. These individuals are responsible for supervising and controlling the operation of the City and for assuring that the affairs of the City are administered fairly and impartially. To assure the proper performance of the City's business and the maintenance of public confidence in the City, it is essential that these individuals adhere to high ethical standards of conduct and avoid actions that might impair the effectiveness of the City's operations or in any way tend to discredit the City. Therefore, these individuals should be guided by the following principals:

- (1) All citizens shall be provided fair and equal access to and treatment by the City without any appearance or element of discrimination or favor or consideration of any special interest.
- (2) All official actions taken in the performance of City duties or responsibilities shall be directed to the service of the public interest and the protection of the public trust without any regard for personal achievement, aggrandizement, or personal benefit.
- (3) All persons who act for or represent the City shall adhere to the highest standards of ethical conduct in the performance of their official duties to the end that the public trust is never violated nor their power abused.
- (4) The policies and procedures for the operation of City government shall provide for efficient and cost-effective service that is responsive to the public interest and that will preserve and promote confidence in government and the integrity of its members.

#### **b. Persons Covered**

This Code of Ethics for the City shall apply to all persons who are elected or appointed officials of the City; to all persons appointed or hired as employees of the City, including its departments, whether temporary or permanent, whether full-time or part-time; and to all persons appointed to any position, board, or commission, whether compensated or not. Such individuals shall be referred to in this Code of Conduct as a "Covered Person".

#### **c. Ethical Standards**

It shall be the duty of all Covered Persons to observe the highest ethical principles in all official actions, whether specifically noted or mandated in this Code, and to refrain from any course of conduct in which might result in, or create the appearance of, a violation of the following ethical standards.

A Covered Person shall:

- (1) Seek to find and employ more efficient and economical ways to provide services and devote his/her full attention and efforts to the performance of his/her duties;
- (2) Treat each citizen fairly and equally with courtesy and respect and never discriminate unfairly by dispensing special favors or privileges to anyone, whether for remuneration or not; and never accept for himself/herself or family, favors or benefits under circumstances that might give the appearance to a reasonable person as influencing the performance of his/her City duties;
- (3) Refrain from making any promise, the performance of which would require him/her to act beyond the proper scope of the duties of his/her office or to act in a manner which would or could compromise the integrity of his/her public office;
- (4) Never engage in any business with the City, either directly or indirectly, which is inconsistent with the conscientious performance of his/her City duties;
- (5) Never use any information coming to him/her confidentially in the performance of governmental duties as a means for making a private profit or gaining benefits for himself/herself or others; and never reveal any information made known to him/her through his/her public office which is by law confidential or a protected right of privacy or where revealing the information could affect the rights of any citizen;
- (6) Always safeguard the public trust and never use or allow the use of City property or funds for private purposes, for purposes other than those authorized or permitted, or for purposes which could mislead the citizens or damage the confidence and reputation of this City;
- (7) At all times display the highest level of integrity in performing his/her duties and never knowingly or recklessly mislead or allow others to mislead the public or other City officials or fail to disclose or report to an appropriate official violations of this Code of Conduct wherever discovered;
- (8) Avoid the appearance of improper influence and refrain from ever receiving, soliciting, or accepting gifts, gratuities, favors, or anything of value for himself/herself, his/her family, or others, which is intended to influence or has the appearance or effect of influencing the performance of his/her duties; and never himself/herself lobby or attempt to influence others in the performance of their duties by any means which are not a part of his/her authorized duties;

- (9) Never allow his/her judgment to be compromised by any person, family, or business interest not a part of the City service and never act upon any matter in which he/she, his/her family, or his/her business has or may have any financial or beneficial interest; and always declare and disclose the full nature and extent of any personal, family, or business interests in any matter related to City actions or duties;
- (10) Stand as a representative of the City and the public trust and never intentionally act outside the scope of his/her authority in that representation, nor allow himself/herself to be perceived as acting on behalf of the public or City when, in fact, he/she is not.

**d. Gifts and Gratuities**

For the purposes of this ordinance, a gift or gratuity shall mean any item of value, whether in the form of money, services, a loan, travel, entertainment, hospitality, a promise, a favor, or tangible objects. A Covered Person shall not:

- (1) Solicit any gift or gratuity for any purpose related to his/her official duties or other City business or operations;
- (2) Accept any gift or gratuity for the performance of City duties, other than appropriate political or charitable contributions or any honor or award presented by an appropriate governmental, professional, or fraternal organization;
- (3) Accept any gift or gratuity under circumstances that a reasonable person would question or circumstances where the giver would have reason to expect something in return.

**e. Disclosure of Gifts and Gratuities**

A Covered Person shall file a disclosure statement with the City Clerk within two weeks after the receipt of any gift or gratuity, regardless of value, from a person or entity that (i) sells goods and/or service to the City or (ii) has or is reasonably expected to have a matter before the City for a decision. The disclosure statement shall describe the unsolicited gift or gratuity received, identify the person giving the gift or gratuity, list the gift's or gratuity's fair market value and give the date on which the gift or gratuity was received.

**f. Exclusion**

The restrictions of the receipt of gifts and gratuities and the requirement to disclose gifts and gratuities shall not apply to any item, regardless of value, that is kept on City premises and used exclusively on City business. An unreported gift or gratuity that ceases to be both kept on City premises and used exclusively on City business shall be reported in accordance with paragraph five (5) above by both the individual receiving such item and the individual releasing the item from City control. In addition to the disclosure required by paragraph five (5) above, the report shall describe the disposition of such item including the name of the recipient of the item.

**g. Financial or Business Interests**

A financial or business interest shall include any interest that would directly or indirectly provide a monetary or other material benefit to the Covered Person or any member of his/her immediate family. A financial or business interest shall include an interest that provides a direct financial remuneration to the Covered Person or to any member of his/her immediate family in an aggregate amount of five hundred dollars (\$500.00) or more in any year or an ownership interest in any business entity which exceeds five percent (5%) of the total ownership. A financial or business interest shall not include the ownership of shares or stock of a business entity whose shares are registered pursuant to the Securities Exchange Act of 1934.

**h. Disclosure of Financial or Business Interests**

A Covered Person shall always fully and publicly disclose any financial or business interests or other beneficial interests that the Covered Person has or may have in any contract, legislative action, formal decision, or City ruling or determination whenever the Covered Person will or may participate in any manner in the discussion, deliberation, decision, or administration of the matter.

**i. Restriction of Participation**

A Covered Person shall refrain from participation in any selection process, contract negotiation, or purchase of goods or services where the Covered Person or his/her immediate family member or business association has a financial interest in the award, selection, or contract. A Covered Person shall not engage in or have financial interest in any business providing goods or services to the City except when the goods or services are provided through the formal competitive bid process and then only upon full disclosure to all appropriate officials of the financial interest.

**j. Conflict of Interest**

A conflict of interest includes any circumstances under which a Covered Person has a direct personal interest, other than the diligent performance of his/her official duties, in the result or outcome of any governmental action for which the Covered Person has, in whole or in part, any discretionary authority or responsibility. It is not limited to financial interest, but may include other interests such as personal friendships, family relations, or other associations with groups or persons. A Covered Person should always avoid even the appearance of such conflicts by full and public disclosure of such interests to appropriate City officials and, where practical, by abstaining from participation in any form in his/her performance or exercise of the official discretionary action.

## **CHAPTER 3. EMPLOYEE BENEFITS**

### **Introduction to Benefits**

The City has established a variety of time-off benefits to allow eligible employees time off for relaxation, to perform civic duties, or to care for the employee's own health needs or those of a family member. In addition, the City offers eligible employees the opportunity for educational growth and advancement. The City also sponsors health and life insurance benefits and a retirement plan for eligible employees.

**Eligible Employees** — With respect to each benefit, “Eligible Employees” shall include all full-time permanent employees and those part-time employees designated by the City Council as being eligible for such benefit.

The City reserves the right to change or terminate any of these benefits or to require employee contributions toward the cost of any benefits at the City's discretion.

All policy statements in this Employee Handbook that describe various insurance benefits, retirement, and pension plans are merely brief summaries of the plans. Details of each plan and of your rights and opportunities under the plan are contained in individual plan summary booklets or documents. These booklets or documents are provided to employees who participate in the plans.

If any statement in this Handbook or in a plan summary booklet or document is in conflict with an official plan document, the official plan document will control.

### **Section 3.1 Health Insurance Coverage**

The City makes a major medical health insurance program available to all eligible employees. The City may provide the premium or portion thereof for eligible employees and their specified dependents for medical expense insurance as provided under a group insurance plan designated by the City Council from time to time.

Current health insurance rates and additional information is available from the City Clerk's office.

### **Section 3.2 Life Insurance Coverage**

The City provides a life insurance policy to all eligible employees. The total amount of coverage provided to eligible employees under the policy does not exceed an amount that would have tax consequences for eligible City employees. The City pays one-hundred percent (100%) of the cost of the premium. Information regarding the current amount of coverage is available from the City Clerk's office.

### **Section 3.3 Dental & Vision Insurance Coverage**

The City may provide the premium or portion thereof for eligible employees and their specified dependents for dental and vision expense insurance as provided under a group insurance plan

designated by the City Council from time to ~~time~~Current~~time~~. Current dental and vision insurance rates and additional information are available from the City Clerk's office.

### **Section 3.4 Employee Assistance Program (EAP)**

The City offers an employee assistance program (EAP) for all eligible employees. The employee assistance program is a short-term counseling service that can help employees and their families with an array of issues. The Program is voluntary, completely confidential, and is provided at no charge to eligible City employees. Additional information is available in the City Clerk's Office. Posters promoting the Program are posted at City Hall.

### **Section 3.5 Kansas Public Employees Retirement System (Non-commissioned Employees)**

All City employees in a “covered” position are members of the Kansas Public Employees Retirement System (KPERs) and receive benefits thereof in accordance with state laws and guidelines. “Covered” means the position is eligible for KPERs benefits under applicable Kansas law. Under current law, KPERs members contribute a percentage of salary, by payroll deduction. The employer’s share is determined by KPERs and varies annually.

### **Section 3.6 Kansas Police and Fireman Retirement Plan (Commissioned Employees)**

Kansas Police and Fireman Retirement Plan (KP&F) is a plan of retirement, disability, and survivor benefits provided for Kansas Police and Fire public servants. The plan is operated by KPERs. Under current law, KP&F members contribute a percentage of salary, by payroll deduction. The employer’s share is determined by KPERs and varies annually.

### **Section 3.7 Deferred Compensation Plan (457 Plan)**

The City provides a deferred compensation retirement plan to supplement the KPERs/KP&F Retirement Plans. Only employees in KPERs/KP&F covered positions are eligible for this benefit. The plan is voluntary and pre-tax contributions are made through payroll deduction.

Additional information regarding the Deferred Compensation Plan is available from the City Clerk’s office.

### **Section 3.8 Defined Contribution Plan (401A Plan)**

The City provides a defined contribution retirement plan to further supplement its employee’s retirement. Only employees in KPERs/KP&F covered positions are eligible for this benefit.

The City may make contributions to this plan in such amount as the City Council determines on an annual basis. Any such contribution is distributed into the accounts of participating employees in proportion to the employee’s contribution to the 457 plan. Employees are eligible for this benefit after six (6) months of continued employment with the City and must be eighteen (18) years of age.

Funds are generally not available until the employee retires or terminates employment with the City. For additional information, contact the City Administrator’s office.

### **Section 3.9 Unemployment**

The benefits of unemployment insurance apply to all employees of the City. Employees will be subject to all the laws and rules governing unemployment insurance coverage. Claims for unemployment may be filed with the Kansas Department of Human Resources, Division of Employment.

### **Section 3.10 Educational Reimbursement Policy**

#### **a. Purpose**

The purpose of this policy is to encourage City employees to obtain further knowledge that will enable them to perform their present jobs more effectively.

#### **b. Eligibility**

After completing six (6) months of continuous full-time employment, a full-time active employee having a satisfactory overall performance rating at the time reimbursement is requested is eligible for the benefits provided by this policy. Reimbursement will not be given for course work begun before eligibility requirements are satisfied unless the completion of a class is a condition of employment.

#### **c. Provisions for Reimbursement**

The employee's immediate supervisor and City Administrator have joint responsibility for approving reimbursement and confirming that such educational programming or training is directly related to the employee's current position.

If an employee transfers previously reimbursed credits to a new institution and the credits cannot be used to satisfy the new institution's educational requirements, the City will not approve reimbursement for the employee to repeat a course.

When an employee takes a job-related course, the City will reimburse the employee for the full cost of tuition and required fees and text books, up to a maximum amount of one thousand dollars (\$1,000) per course, upon successful completion of the course.

For the purpose of this policy, examples of "required fees" include application, book-keeping, commencement, enrollment, matriculation, building, and laboratory. Required fees do not include optional or penalty fees such as student activity, late registration, or any fee associated with transferring credits between schools or receiving credits by substituting work experience for course work.

For purposes of this policy, "successful completion" of a course is defined as completing the course with a minimum grade of "C" or in the case of courses graded "pass/fail," with a grade of "pass".

**d. Taxation of Education Reimbursements**

Educational assistance may be considered taxable income depending on the rules made by Congress. As of January 2018 an employee does not have to report up to five thousand two hundred fifty dollars (\$5,250) per year of benefits provided through an employer's educational assistance plan. The payments may be for either undergraduate- or graduate-level courses. Courses involving sports, games, or hobbies do not qualify for the exclusion unless they: 1) have a reasonable relationship to the business of the City, or 2) are required as part of a degree program.

**e. Duplication of Payments**

In the event an employee receives other financial assistance for a course (such as veterans benefits, scholarships, etc.), reimbursement is limited to the difference between such other payments and the full cost of tuition, required fees, and textbooks. This only applies if the employee does not have to repay the lender of the other financial assistance.

**f. Repayment Provisions**

An employee who terminates employment within six months after completion of a course must reimburse the City for any payments made by the City for that course.

**Section 3.11 Vacation**

All eligible employees receive paid vacation as follows:

- Upon completion of all applicable pre-employment requirements, the employee will receive forty (40) hours of paid vacation on the first day of employment.
- Upon completion of six (6) months of employment, the employee will receive forty (40) hours of paid vacation.
- Upon completion of twelve (12) months of employment, on the employee's first anniversary, the employee will receive an additional eighty (80) hours of paid vacation.
- Thereafter, the employee will receive 80 hours of vacation on his/her anniversary date. Beginning on the fifth (5<sup>th</sup>) anniversary date and on each subsequent anniversary date, the employee will receive 120 hours of vacation. Beginning on the tenth (10<sup>th</sup>) anniversary date and each anniversary date that follows, the employee will receive 160 hours of vacation.

Eligible employees who are classified as part time receive a proportional amount of vacation determined by prorating the number of hours such employee is scheduled to work per week in relation to a regular full-time schedule. Like full-time employees, part-time employees accrue vacation: (1) upon completion of all applicable pre-employment requirements, (2) upon completion of six (6) months of employment, and (3) on each anniversary of that employee's employment. If an employee has a break in service of six (6) months (180 days) or more, any prior service shall be disregarded.



Vacation is used in the order in which it is received. Eligible employees will be allowed to carry forward any unused hours up to a maximum of what was received on the previous anniversary date. All other hours will be forfeited. Vacation will be scheduled in advance and is subject to the discretion of the Department Director.

This vacation policy is effective as of January 1, 2018. Any earned but unused vacation that is eligible to be carried forward to the next year under the vacation policy in effect on December 31, 2017, will be converted to vacation under this policy. Prior to January 1, 2012, employees were able to carry forward vacation without limitation. Any earned but unused vacation hours prior to January 1, 2012 remain available for use.

An employee whose employment is terminated, no matter the basis for termination, will be paid for accrued but unused vacation.

### **Section 3.12 Observed Holidays**

Each year the City Council approves the observed holiday list for the following year. This list includes observation of eleven (11) holidays plus three additional days.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Fourth Friday in November
Christmas Day	December 25

In the event that one of the above designated holidays falls on a weekend, the City Council shall designate either the Friday preceding or the Monday following the designated holiday as the day on which the holiday will be observed by those departments that do not routinely have employees scheduled to work on that weekend.

One of the additional three days is for the personal observance of an employee's birthday.

The remaining two additional days may be either assigned to specific dates or designated as personal days. Employees commencing employment after July 1 will be limited to one such personal day (plus their birthday, if applicable) in the calendar year that their employment commences. A personal day shall be a period of eight paid hours.

Non-exempt employees who are required to work on a designated holiday may elect to receive either 1.5 times his/her regular rate of pay for the time actually worked or compensatory time off with pay at the rate of 1.5 hours for each hour worked. Non-exempt employees who, because of their regular shift schedule, would not have worked on a designated holiday had it been a regular

work day will be allowed a floater holiday of equal duration to a regular shift in effect on the specific holiday. Non-exempt employees who, because of their regular shift schedule, would not have worked on a designated holiday had it been a regular work day, but are required to work on an emergency basis will be compensated for the time actually worked as described above and will have their floater holiday reduced by the amount of time actually worked.

As with vacation days, scheduling of all employees' personal days and floater holidays is subject to the discretion of the Department Director. Personal days must be taken in the calendar year they are given. Effective January 1, 2018, a floater holiday must be taken in the order in which it is earned and must be taken following the holiday to which it applies and prior to the later of the last day of the calendar year or the 90<sup>th</sup> day following the holiday to which it applies.

### **Section 3.13 Time in Service Award**

Beginning January 1, 2022, the City will begin a pilot program providing monetary awards for specified length of service. The pilot program is planned to be three years in length, concluding on December 31, 2024, but it may be shortened or extended in the sole discretion of the City. Following the initial pilot period, the Governing Body may elect to continue offering the benefit, modify the benefit or cease offering the benefit at their discretion similar to other benefits offered by the City.

For every three years of completed service, eligible employees may receive a Time in Service Award equal to 5% of their current salary at the conclusion of the payroll period in which their anniversary date occurs. Employees who are on disciplinary probation at the time of their anniversary may receive a reduced award or no award at the discretion of the City Administrator, in consultation with the Mayor.

Awards under this program are retroactive to January 1, 2019, three years prior to the effective date of the pilot program, such that Time in Service awards will begin in 2022. For purposes of this program, employee service prior to 2019 will be excluded.

### **Section 3.14 Fitness and Wellness PTO Policy**

The City recognizes the importance of establishing good health and well-being habits and the positive impact such habits can have on work performance and productivity. As such, the City is establishing the Fitness and Wellness PTO Policy as a pilot program offering all eligible employees one hour each workweek during the employee's regularly scheduled work hours to participate in approved fitness and wellness activities at the City's on-site fitness facilities, or as otherwise approved by the employee's manager. The pilot program will begin effective July 12, 2022 continuing through June 30, 2023 or as otherwise decided by the City in its sole discretion.

Fitness activities generally include physical exercise, including walking, running, cycling, strength training, cross training, yoga, pilates, etc. Except for walking, running, or cycling, which activities can occur off City Hall grounds, all other exercise activities must take place in the City's on-site fitness facilities, unless otherwise approved by the employee's manager. All employees using the City's fitness facility will be required to sign a waiver of liability prior to first use. Wellness activities generally include non-exercise activities that promote overall health and well-being, including nutrition counseling, financial planning or counseling, therapy sessions with a certified

therapist, stress management classes, etc. If any well-being activities require a financial commitment, i.e. classes, counseling, or therapy sessions, such financial commitment is the sole responsibility of the employee, unless the well-being activity is utilized through the City's EAP program. Well-being activities, and the terms and conditions surrounding such, must be approved by the employee's manager in advance. Nothing in this policy shall interfere with the employee's duties or responsibilities, and employees are expected to continue to meet performance expectations; failure to do so may result in loss of privileges under this policy or limitations on when and how PTO under this policy may be used.

Employees using the on-site fitness facilities must use the equipment in a safe and reasonable manner and in a manner consistent with the intended use of the equipment. Failure to use the fitness facilities in a safe and reasonable manner, or abuse of this policy, will result in discipline, up to and including termination, and potentially including denial of PTO under this policy.

To qualify for PTO under this policy, the employee must submit a request to the employee's manager indicating the activity(ies) in which the employee plans to engage as well as the day of week and time. If the request is denied by the manager, the employee and manager must work together to see if there is a mutually agreeable modification that allows the employee to utilize PTO under this policy in a manner that does not interfere with the employee's job duties.

## **CHAPTER 4. ACCOMMODATION, SALARY CONTINUATION, AND OTHER LEAVE**

### **Section 4.1 Disability Accommodation**

#### **Commitment to Equal Employment Opportunities**

The City complies with the Americans with Disabilities Act, as amended (ADA), and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the City will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

#### **Requesting a Reasonable Accommodation**

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the City Administrator. You may make the request orally or in writing. The City encourages employees to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request, the City will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The City encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the City is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the City.

#### **Medical Information**

If your disability or need for accommodation is not obvious, the City may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, the City may require that you see a health care professional of the City's choosing, at the City's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied.

The City will keep confidential any medical information that it obtains in connection with your request for a reasonable accommodation.

## **Determinations**

The City makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

The City strives to make determinations on reasonable accommodation requests expeditiously, and will inform the individual once a determination has been made. If you have any questions about a reasonable accommodation request you made, please contact the City Administrator.

## **No Retaliation**

Individuals will not be retaliated against for requesting an accommodation in good faith. The City expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting an accommodation in good faith.

The City is committed to enforcing this policy and prohibiting retaliation against employees and applicants who request an accommodation in good faith. However, the effectiveness of our efforts depends largely on individuals telling us about inappropriate workplace conduct. If employees or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to the City Administrator. If employees do not report retaliatory conduct, the City may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

If you have any questions regarding this policy or questions about disability accommodations that are not addressed in this policy, please contact the City Administrator.

## **Section 4.2 Lactation Breaks**

Breastfeeding employees are allowed to breastfeed or express milk during work hours using their normal breaks and meal times. If the breastfeeding employee needs additional time beyond the employee's usual break times, the employee should notify her immediate supervisor to request this time in advance. The City reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

The City will provide a room (not a restroom or toilet stall) or other location in close proximity to the employee's work area for the employee to breastfeed or lactate in private.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact the City Administrator.

## **Section 4.3 Salary Continuation**

Full-time regular employees unable to perform their duties may be granted a salary continuance as follows:

Continuation of salary may be authorized for eligible employees when they are unable to perform their duties for any reason covered by Family and Medical Leave (See section 4.9).

Such continuation of salary for eligible employees in the various functional units of the City's operations may be authorized by the Department Head who has been duly assigned direct supervisory responsibility for that functional unit, at the rate of one hundred percent (100%) of the employee's base compensation for up to twenty-four (24) hours per occurrence. The City Administrator may authorize a continuation of salary for an additional fifty-six (56) hours per occurrence. Further salary continuation may be recommended to and authorized by the Mayor, in consultation with the City Administrator, upon finding that extraordinary circumstances exist that require the employee to be absent from work for more than eighty hours per occurrence. Such additional salary continuation shall be at such rate, for such term and subject to such terms and conditions as shall be determined by the City Administrator and Mayor. Cumulative salary continuation of greater than 160 hours in a calendar year (regardless of the number of occurrences) must be authorized by the Mayor, in consultation with the City Administrator.

The City reserves the right to request a "fitness for Duty" report from a doctor of its choice at its own expense, in the event an employee returns to work but is unable to perform any or all essential functions of his or her position. If a back-to-back illness, injury, or disability occurs which results in a short-term disability claim and the short term disability provider determines the illnesses, injuries, or disabilities constitute one continuous claim, only one salary continuation will be provided to the employee by the City.

#### **Section 4.4 Short Term Disability**

The City may provide a short-term disability insurance policy through a third-party that covers all full-time employees. Benefits under the Short Term Disability insurance policy would take effect on the date prescribed in that policy. The City pays one-hundred percent (100%) of the cost of the short term disability insurance premium for all full-time employees.

If an employee suffers an injury or illness that is expected to prevent the employee from returning to work prior to the end of the elimination period of the Short Term Disability policy, documentation must be provided to the Administration Department so the Short Term Disability carrier can be put on notice.

The Short Term Disability policy pays a specified percentage of an employee's gross salary and provides a non-taxable benefit of that amount, but not exceeding a specified maximum amount per week lasting for a period ending one hundred eighty (180) days following the commencement of the disability. If this does not make an employee one-hundred percent (100%) whole for net salary (based on a standard forty (40) hour-work week and an employee's withholdings and deductions at the time of the incident) the City will pay a gross amount necessary to produce a net amount equal to the difference between the employee's normal net salary and the Short Term Disability insurance benefit plus any amounts that the employee pays through deductions for health insurance premiums and for any voluntary dental, vision and supplemental policy premiums. Specific information regarding the terms of the current short term disability insurance policy is available from the office of the City Clerk

While on Short Term Disability, employees do not accrue compensatory time unless subpoenaed to testify on the City's behalf. In this case, the employee shall accrue compensatory time equal to the number of hours spent testifying.

If an employee has health insurance coverage through the City, the employee remains responsible for the employee's portion of the premium. The employee will also remain responsible for any voluntary dental, vision and supplemental policy premiums.

At the conclusion of the Short Term Disability coverage, the employee may use any remaining vacation or compensatory time. The employee will not accrue compensatory time during this period.

Employees should refer to the KPERS/KP&F Long Term Disability policies for disability benefits extending beyond what is set forth in this policy.

#### **Section 4.5 Absence Without Leave**

Unless physically unable to do so, employees must contact their supervisor within one (1) hour of the beginning of their shift if they are unable to report for duty and have not previously scheduled leave for that shift. An employee who does not report for work or contact his or her supervisor within three (3) working days will be considered to have resigned. The employee will be eligible for reinstatement only if it is later determined that extenuating circumstances prevented the employee from contacting his or her supervisor regarding the absence.

Employees who have resigned due to absence without leave are eligible to continue their health insurance coverage through COBRA.

#### **Section 4.6 Military Leave**

The City recognizes and adheres to all applicable state and federal laws regarding leaves for uniformed service to the State of Kansas as well as the United States. Any employee who needs time off for uniformed service is to immediately notify his or her supervisor and the City Administrator who will provide an explanation to the employee of his or her re-employment rights under K.S.A. 48-517 (governing members of the Kansas National Guard, Kansas Air National Guard, and the Kansas State Guard that are called or ordered to duty) and 38 U.S.C. 4301 et seq., the Uniformed Services Employment and Reemployment Rights Act (USERRA) covering persons performing duty, voluntarily and/or involuntarily in the U.S. Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, and Public Health Service commissioned corps.

#### **Section 4.7 Civil Leave**

If a full-time employee is summoned to serve jury duty on a scheduled workday, the employee will make arrangements with his or her supervisor to comply with the order. The employee shall pay to the City the amount the employee receives for such service (except expense reimbursement) and the City will pay the employee his or her regular pay based on his or her normal work schedule.

Employees who are required to make a court appearance in an official capacity in connection with City business will be considered on duty and will be paid accordingly. An employee subpoenaed to appear as a witness in a non-City related case as a plaintiff, defendant, or witness in any action not related to City duties may take leave without pay unless he or she elects to utilize any accumulated vacation or compensatory leave.

The City encourages you to vote. You are entitled to paid leave to vote in a county election in the county in which you reside for a period of time up to two consecutive hours between the time of opening and closing of polls. Your supervisor is responsible for specifying when you can leave work to vote. If the polls are open before or after you are scheduled to be at work, please check with your supervisor about the time allowed to be away from work.

#### **Section 4.8 Bereavement Leave**

In the unfortunate event of a death in the family, the City will grant a leave of absence, with pay, for up to three (3) working days. For purposes of this policy, family is defined as a spouse, child (including adopted, foster, and step children), parent, step-parent, parent-in-law, step-parent-in-law, sibling, sibling-in-law, step-sibling-in-law, grandparent, grandparent-in-law, grandchild or any blood relative of the employee or employee's spouse residing in the employee's home at the time of death. The City may grant a leave of absence, with pay, for one (1) day for all other family members. Employees should secure approval from their supervisor for the absence at the earliest appropriate time. The actual number of bereavement leave days will depend on the circumstances, and there may be instances in which the City will request verification before approving the paid time off from work.

#### **Section 4.9 Family and Medical Leave**

The City realizes that employees occasionally need to take time away from work to care for important family and medical needs. This policy is designed to meet those needs in a manner that is beneficial to employees, their families, and the City. It also represents the intent of the City to comply with the requirements and purposes of the Family and Medical Leave Act of 1993 ("FMLA").

For the purposes of this policy, family member is defined as a spouse, child (including adopted, foster and step children) parent, step-parent, parent-in-law, step-parent-in-law, or any blood relative of the employee or employee's spouse residing in the employee's home at the time of death

Reason for leave: eligible employees may be entitled to take a leave of absence for the following reasons:

- the birth of a child, or the placement in your home of a child for adoption or for foster care ("new child leave");
- the need to care for a family member who has a serious health condition ("family medical leave");
- a serious health condition that prohibits you from performing essential functions of your employment position ("employee medical leave");



- a qualifying exigency arising out of the fact that a family member is on active duty or called to active duty status in a foreign country ("military family leave"); or
- the need to care for a family member who is a covered service member or veteran and has a serious injury or illness ("military caregiver leave").
- up to three (3) consecutive days because of a health or medical condition, illness or injury of the employee or a member of the employee's family.
- up to four (4) hours per occurrence for office visits to doctors, dental appointments, and eye exams for the employee, or a member of the employee's family.

Eligibility: to be eligible for a leave of absence under this policy, you must be qualified to receive FML leave as provided above and

- be employed by the City in a full-time position; or
- have been employed by the City for at least 12 months and have worked at least 1,250 hours during the previous 12 months.

Amounts of leave: if you are an eligible employee, you may take up to twelve (12) weeks of leave during a 12-month calendar year period for qualifying situations or up to twenty-six (26) weeks of leave during a 12-month calendar year period for military caregiver leave. A request for a leave of absence generally will not be approved if you have already used 12 weeks of leave under this policy during the current calendar year. However, if you qualify for military caregiver leave, you are eligible for a combined total of 26 weeks of leave for any qualifying reasons listed above during the single 12-month calendar year period. Up to 12 of the 26 weeks may be for a qualifying reason listed above other than military caregiver leave. Different rules may apply when both spouses work for the City. Please consult your supervisor if this applies to your situation.

Compensation during leave: leaves of absence under this policy are generally without pay. However, salary continuation may be approved as provided in the salary continuation policy (see Section 4.3) for all or a part of the leave period. Regardless of whether you receive salary continuation during the leave, the full amount of leave time will be counted toward the 12-week maximum FML leave available in a 12-month period.

In addition, if the need for a leave of absence under this policy was occasioned by a work-related injury or occupational illness that qualifies as an injury/illness under the workers' compensation system, all leave taken related to the injury/illness will also be counted toward the 12-week maximum FML leave available in a 12-month period.

Health insurance during leave: during any leave under this policy, you will continue to be covered by the City's group health insurance plan so long as you satisfy the requirements of this policy and the insurance plan.

- A. You pay your portion: during a leave, you are responsible to pay your portion of the insurance premium as though you continued in active employment. All premiums should be submitted to the payroll department. You may pay for your share of the premium before you take the leave, and you are required to pay it no later than 30 days after it would be due if you were actively employed.

- B. Not returning to employment: coverage may stop if the City learns and verifies that you do not intend to return to your employment or if you do not return to your employment. In these cases, the City may request you to reimburse it for any premiums it has paid on your behalf during the leave unless the reason you did not return was because of a continued serious health condition or for other reasons beyond your control as identified in the FMLA.
- C. Failure to comply: if you fail to comply with these requirements, including paying your portion of the insurance premium, your insurance coverage may lapse. Should the City make any payments on your behalf that you are personally responsible for paying, the City may request you to reimburse it for those premiums.

### Notifying the City

- A. Foreseeable events: The City requests that you complete and submit an application form at least 30 days in advance of foreseeable leaves, such as leaves for planned medical treatment or for your child's birth. An application form is available from the Administration Department.
- B. Unforeseeable events: For unforeseen events, such as accidental injury causing a serious health condition, premature birth, or a sudden change in your health, the City requests that you notify it of your need for leave as soon as it is possible and practical to do so (preferably by submitting the application, but at least orally). You can generally notify the City of an unforeseen leave within one or two business days of when you find out you will need the leave. For unforeseeable leaves, the City requests that you submit the application form as soon as practicable even if you have provided oral notification.
- C. Failure to comply: failure to follow these practices may result in delay or denial of your leave. In the case of foreseeable leaves, the City may delay your leave for up to 30 days from the date you notify the City of your need to take a leave of absence.

Certification of serious health condition: if you are requesting a family medical leave, an employee medical leave, or a military caregiver leave, you must provide a certification of physician or practitioner to verify the serious health condition causing the need for a leave of absence or a copy of an Invitational Travel Order or Authorization for a covered servicemember. The certification forms are available from the City Administrator. The certification must be completed by a qualified health care provider. If you have a question about who is qualified as a health care provider, please contact the City Administrator.

- A. Definition of serious health condition: Except as provided above, FML leave will not be granted for a health condition unless it is for an illness, injury, impairment, physical or mental condition that involves one or more of the following:
  - in-patient care;
  - a period of incapacity requiring more than three calendar days of absence from work or similar daily activities, and the individual receives continuing treatment by a health care provider;

- a chronic or long-term condition that is so serious that if it were not treated it would result in more than three calendar days of absence and you receive continuing treatment by health care provider; or
- prenatal care;
- an injury or illness incurred by a covered servicemember in the line of duty on active duty that may cause the servicemember to be medically unfit to perform the duties of his or her office, grade, rank, or rating or that existed before a covered servicemember's active duty and was aggravated by service in the line of duty on active duty; or
- injury or illness incurred by a covered veteran in the line of duty on active duty in the armed forces that may cause the servicemember to be medically unfit to perform the duties of his or her office, grade, rank, or rating or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:
  - (1) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - (2) a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; or
  - (3) a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
  - (4) an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

B. Timing of certification: The City may request that you submit the certification with your application form for a leave of absence. In no event should the certification be submitted later than 15 days following your request for a leave. After you turn in the certification from your health care provider, the City may still request you to see another health care provider at its expense (and possibly a third one, if the first two medical opinions are inconsistent). In the case of a covered servicemember, an employer may only request a second or third opinion when a certification is provided by a non-military affiliated health care provider. The City reserves the right to request periodical additional certification during the term of a leave of absence.

C. Genetic information: The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits the City from requesting or requiring your genetic information

or that of your family members. "Genetic information" includes your family's medical history, the results of your or a family member's genetic tests, the fact that you or a family member sought or received genetic services, genetic information of a fetus carried by you or a family member, and genetic information of an embryo lawfully held by you or a family member receiving assistive reproductive services.

- D. Inability to perform job is requirement for employee medical leave: you may qualify for an employee medical leave only if the medical certification states that you are not able to perform the essential functions of your employment position.
- E. Medical necessity for family medical leave: you may qualify for a family medical leave only if the certification states that you are needed to care for your family member.
- F. Failure to comply: if you fail to follow these guidelines or if you falsify any information related to the medical certification, your leave may be delayed or denied and discipline, up to and including discharge, may result.

Return to work after employee medical leave: when you return from an employee medical leave of more than three (3) days, the City may require you to provide certification that you are able to resume working. Prior to returning to work, you should contact your supervisor to submit your medical clearance to return to work and to determine when you should report for duty. Failure to follow these procedures may result in delay when you are ready to come back to work or discipline, up to and including termination.

Restrictions on new child leave: new child leave must be taken within twelve (12) months of the child's birth or placement. New child leave must be taken at one time unless you have made special arrangements with the City to take the leave in a different manner, which must be verified in writing and signed by the City Administrator. If both spouses work for the City, they will be entitled to a total of twelve (12) weeks combined leave rather than twelve (12) weeks each.

Intermittent or reduced schedule leave: if and only if it is medically necessary, family medical leave or employee medical leave may be taken on an intermittent or reduced schedule basis. Intermittent or reduced schedule leave will be counted on an hour-by-hour basis to apply toward the 12-week maximum per twelve months.

- A. Additional requirements: as noted on the application form, you must explain the medical reason for an intermittent or reduced schedule leave and you must support your reason with the appropriate medical certification. Furthermore, you must inform the City about your anticipated treatment schedule and the reasons for your proposed schedule.
- B. Alternative position or schedule: The City may require you to work in a different position or on a different schedule during the period of an intermittent or reduced schedule leave to better accommodate the necessities of your schedule. The alternative position will have the same pay and benefits as the position you held prior to the commencement of the leave.

Requirement to minimize disruption for planned medical treatments: for all leaves involving planned medical treatments, including intermittent and reduced schedule leaves, you are obligated to plan for treatments so that they will cause the least disruption to the City's operations. Your earliest possible notice to the City and your flexibility in scheduling will assist to make certain that minimal disruption occurs.

Restoration of same or equivalent position: when you return from an FMLA leave under this policy, you will be returned to the same or an equivalent position unless you have been notified prior to your leave request that you are a "key employee." You will not lose any seniority or benefits because of your leave.

If your FMLA leave exceeds 12 weeks within a calendar year, you may not be guaranteed a job upon return from the leave, unless otherwise required by law. Use of an FML leave shall not insulate you from: (1) disciplinary actions based on conduct that occurred prior to going on leave; or (2) transfer among positions if such transfer was planned prior to your requesting FML leave and is not based on the fact that a leave was planned. If you fail to return to work at the end of an FML leave, you will be considered to have voluntarily terminated your employment.

## **CHAPTER 5. SUBSTANCE ABUSE POLICY**

### **Section 5.1 Purpose**

The City has a public trust to provide a variety of services to the community. The City has a duty to provide those services in a safe and efficient manner. An efficient and productive work force is vital to carry out that duty and to maintain the public trust. The public has a reasonable right to expect persons employed by the City to perform their duties free from the effects of drugs, including alcohol.

Employees of the City have a reasonable right to work in a safe environment free from the effects of drug use and substance abuse. The City, as an employer, has a reasonable right to expect employees to report to work fit for duty and free from the effects of drug use and substance abuse. On-the-job impairment caused by the use of illegal or controlled substances is therefore a violation of the expectations of City employees and the public.

The City recognizes that its employees are its most valuable resources. Since physical condition will affect employee job performance, the health and safety of City employees is a serious concern. The City also recognizes that substance abuse ranks as one of the major health problems in our society. It has been amply established in scientific and medical research that a worker involved with drugs and/or alcohol is a source of danger, accidents, injuries, and even death. Therefore the City will not tolerate any drug or alcohol use which imperils the health and well-being of its employees or threatens its operations. It is because of these potential dangers and the sensitive nature of the work of the City that this policy is established.

### **Section 5.2 Scope**

This policy applies to all applicants for City employment and to all City employees. All employees required to maintain a Commercial Driver License (CDL) are also subject to the Supplement to the Substance Abuse Policy which can be found in Section 7.2 of the Employee Handbook and Policy Manual.

### **Section 5.3 Definitions**

#### **a. Alcohol**

Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in wine, beer, and distilled liquor. It is the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin, and includes synthetic ethyl alcohol.

#### **b. Drug**

Any chemical substance which produces physical, mental, emotional, or behavioral changes in the user.

**c. Drug and/or Alcohol Detection Testing and/or Detection Test**

Drug and/or alcohol testing may include, but is not limited to, urinalysis, breath analysis, and blood tests. These tests will include an initial screening assay and a confirmation assay for any positive result from an initial screening assay including, but not limited to, gas chromatography/mass spectrometry (GC/MS).

**d. Controlled and Illegal Substances**

Drugs for which the possession, sale, use, or distribution is unlawful. These include, but are not limited to, amphetamines (speed), tranquilizers (Valium, etc.), barbiturates (Phenobarbital), cocaine and all of its derivatives, marijuana, phencyclidine (PCP), methadone, propoxyphene, benzodiazepines, opiates, and hallucinogens (LSD). Illegal drugs for the purpose of this policy also include drugs that are not legally obtainable and drugs that are legally obtainable, but have been obtained illegally.

**e. Employee Assistance Program (EAP)**

A confidential program provided to serve current City employees through the City's employee benefit package. The purpose of the EAP is to help employees and members of their households deal with a wide range of personal problems. The City contracts with a local EAP provider.

**f. Equipment Handling Position**

All positions in which the employee is regularly required, as a part of his/her duties, to operate motorized heavy equipment, such as dump trucks, solid waste packer trucks, tractors, bulldozers, earth scrapers, road graders, large backhoes, front end loaders, street sweepers, tank trucks, or any other type of heavy duty self-propelled equipment, excluding automobiles and pickup trucks.

**g. Intoxicating Substance**

Any substance that produces changes in one's physical, mental or emotional state, or behavior, including but not limited to glue, paint thinner, etc.

**h. Medical Review Officers (MRO)**

A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug-testing program and evaluating medical explanations for certain drug test results. The MRO will also serve as the intake doctor for detection test samples/specimens.

**i. Possession**

Having controlled substances that are not obtained either directly from a doctor or pharmacist using a valid prescription; or having controlled substances, the possession or use of which is unlawful.

**j. Reasonable Suspicion**

An opinion, based on specific facts and reasonable inferences drawn from those facts, that an employee is under the influence of drugs or alcohol. Circumstances which can constitute a basis for making a determination that reasonable suspicion exists are described in, but are not limited to, Sections VII-5, IX and Exhibit A of this policy.

**k. Reportable Incident**

Any on-the-job or on-duty incident involving any City employee that results in bodily injury or damage to property.

**l. Safety Sensitive Position**

All positions falling within the following categories: (a) law enforcement officers; (b) lifeguards and swim/dive coaches; (c) equipment handling positions; (d) building inspectors; and (e) contract labor and seasonal staff who have prolonged direct interaction with children.

**m. Under the Influence of Alcohol**

An employee is under the influence of alcohol when, as a result of the consumption of alcohol, his or her typical work behavior is adversely affected and a subsequent detection test shows a detectable blood alcohol or breath alcohol concentration level higher than .04%.

**n. Under the Influence of Drugs or Other Intoxicating Substances**

As a result of the consumption, inhalation, injection, or any combination thereof of any alcohol, drug, or other intoxicating substance or any combination thereof, an employee's job performance is impaired to any appreciable degree and a subsequent detection test shows any detectable level of such drugs, alcohol, or other intoxicating substances.

**Section 5.4 Training For Department Heads And Other Supervisors**

Training on the proper enforcement and administration of this policy will be provided to the City's department heads and other supervisors at regular intervals; but no less than one year between intervals beginning with the adoption of this policy.

**Section 5.5 Self-Referral For Drug And Alcohol Treatment**

The City's EAP will be available to help City employees who voluntarily seek treatment for drug or alcohol problems. This EAP is capable of offering assessment, treatment, and referral services for employees with drug and alcohol problems. The City also makes available health insurance plans that may be used for this or other medical problems. It must be pointed out, however, that a drug and alcohol problem belongs to the employee and the employee is responsible for the cost of rehabilitation through his/her health insurance or other resources. Nothing in this policy is intended to imply that the City, as an employer, will pay for an employee's drug or alcohol treatment.



Employees who voluntarily request help for their alcohol or drug problem through the City's EAP may do so confidentially. Self-referral in itself will not result in a disciplinary action administered to the employee. Employees who undergo voluntary counseling or treatment, pursuant to EAP referral, must, however, meet all standards of conduct and job performance as established by this policy, the position job description, and all other City policies.

## **Section 5.6 Rules And Regulations**

To implement this policy, the following rules are established as conditions of employment with the City:

- a.** The City will not hire any applicant for a safety sensitive position who tests positive on a detection test for illegal drugs and/or alcohol. Those individuals will be prohibited from employment with the City for one year from the date of the test unless they provide certified documentation of successful completion of a substance abuse rehabilitation program.
- b.** The use, distribution, possession, or sale of drugs or controlled substances or paraphernalia relating to drugs or controlled substances at a work site, in a City vehicle, or on City property is strictly prohibited and is an adequate cause for dismissal.
- c.** The storage of an unauthorized or illegal substance in any City-owned vehicle, compartment, locker, or desk is prohibited.
- d.** No City employee is to be under the influence of alcohol or under the influence of drugs or other intoxicating substances while on duty for the City. Any City employee who is found, after testing, to have a detectable blood alcohol or breath alcohol concentration level higher than .04%, or any detectable level of drugs or other intoxicating substances in his/her urine or blood system, while on duty for the City shall be deemed to be under the influence of that intoxicating substance.
- e.** All City employees shall be subject to testing for the presence of drugs and intoxicating substances upon reasonable suspicion that the employee is under the influence of drugs or intoxicating substances while on duty. Refusal to participate in a detection test upon reasonable suspicion can be cause for dismissal.
- f.** Any City employee who is involved in a reportable incident shall be subject to an investigation. As part of the investigation, the employee shall be directed to undergo a drug or alcohol detection test if his/her department head determines that there is reasonable suspicion of drugs or intoxicating substances being a contributing cause to the incident. The purpose of the detection test will be to determine the employee's fitness for duty. Refusal to participate in such an investigation or detection test can be cause for dismissal.
- g.** Any department head, who has reasonable suspicion to believe that an employee has consumed an intoxicating substance while on duty or immediately prior thereto, including, but not limited to, the smell of alcohol on the employee's breath, may

require the employee to submit to a drug or alcohol detection test. If the detection test shows the presence of any intoxicating substance in his/her urine or blood system, the employee may be required by the department head to take leave for the remainder of the employee's shift for that day.

- h.** In the event that an employee reasonably suspects that drug and/or alcohol involvement is affecting a supervisor's job performance, the employee may go to his/her supervisor's immediate superior and report his/her concerns. There will be no retaliation permitted from the subject supervisor toward the employee who reported the concerns.
- i.** Based on the results of the investigation and drug or alcohol detection testing, the employee may be subject to disciplinary action in accordance with City policy, a mandatory rehabilitation program through the City's EAP, and/or dismissal.
- j.** If enrollment in a drug or alcohol rehabilitation program is required for continued employment, employees will be referred to the EAP. An employee's fitness to continue in his/her current position while enrolled in such a rehabilitation program will be determined on a case-by-case basis. Such determination will be made by the employee's department head and the city administrator after reviewing input and information from the employee's EAP counselor.
- k.** Excessive use of alcohol by the employee during non-duty hours and off the City's property—which the City reasonably suspects is affecting the work performance of the employee or threatens the safety of any worker or bystander—is discouraged and can be cause for dismissal.
- l.** Sale, transfer, or possession of illegal drugs by an employee while off-duty and not located on the City's premises can be cause for dismissal.
- m.** Switching, transferring, tampering with, or interference with any drug or alcohol detection test sample is prohibited and can be cause for dismissal.
- n.** Refusal to undergo drug or alcohol testing, when so instructed by a department head, is prohibited and can be cause for dismissal.
- o.** Any illegal substance that is discovered during an investigation by the City will be turned over to the police and/or other legal authorities to be handled at their discretion.
- p.** Employees must notify their supervisor of any drug-related criminal convictions or diversions within five (5) days. Failure to do so can be cause for dismissal.
- q.** Employees must sign a consent form (see Exhibits B and D) when completing their initial employment paperwork. The consent form will be kept on file at city hall.. Employees who are tested must sign a chain of custody form after providing the appropriate medical person with urine or other test samples. Failure or refusal to sign a consent form or a chain of custody form can be cause for dismissal.

- r. Supervisors will be expected to take appropriate action to protect City employees and property by removing from the City work premises or work site any individual not in a condition to perform assigned work in a normal and safe manner. An employee who appears to be impaired shall be taken home or to a medical facility and not be allowed to drive a City or personal vehicle.

### **Section 5.7 Exemption For Prescribed Medical Treatment**

Employees who have legally received prescription medication through the recommendation of their physicians or pharmacists are not in violation of any local, state, or federal laws. The use of legally controlled substances will not be subject to disciplinary action. This must be substantiated by a physician's report or statement. However, if the use of these prescribed drugs adversely affects an employee's job performance and is detrimental to the public safety and/or safety of other employees, it is in the best interest of the employee and the City for the employee to be placed on leave with or without pay if the employee has no accrued leave available. If these legally prescribed medications have the potential to cause any dangerous or unsafe side effects, such as drowsiness, blurred vision, dizziness, etc., the employee has the responsibility to notify the supervisor that he/she is taking this medication. All prescription medication must be kept in its original container, which contains the name of the medicine, name of the patient, dosage, and the doctor's name.

### **Section 5.8 Drug and/or Alcohol Testing Process**

In keeping with the City's goal to establish and maintain a work environment free from the effects of drugs and intoxicating substances and to ensure the safety of citizens, the workplace, and City employees, the following procedures are established:

- a. Applicants for all safety sensitive positions, to whom a conditional offer of employment by the City is made, must, in addition to successful completion of any other examination and job screening requirements, successfully complete a drug or alcohol detection test. The drug and/or alcohol detection test(s) will be paid for by the City.
- b. Department heads (with input from the city administrator) shall initiate drug or alcohol testing of employees involved in all reportable incidents if there is reasonable suspicion of drugs or intoxicating substances being a contributing cause to the incident. Such testing will be initiated immediately and will be reported to the Mayor. The drug and/or alcohol detection test(s) will be paid by the City.
- c. Drug or alcohol detection testing of employees may be initiated by a department head with the concurrence of the city administrator when there is reasonable suspicion present. In determining the presence of reasonable suspicion, the following criteria or factors may be considered and must be documented to serve as the basis for reasonable suspicion:
  - (1) Frequent absenteeism or tardiness.
  - (2) Poor or deteriorating job performance.

- (3) Confirmed reports from police, citizens, or other employees of drug or excessive alcohol use or abnormal and potentially dangerous behavior.
- (4) Medical or physical information such as needle marks.
- (5) Any articulated facts that lead supervisors or department heads to believe an employee is in possession of drugs or alcohol.
- (6) Demonstrated inability to respond to call-backs (during normal off-duty hours) from his/her supervisor.
- (7) Any other circumstances that suggest an employee is unfit for duty. Also see item VII-5 above concerning reportable incidents.
- (8) Timely observations by more than one person. Exhibit A of this policy hereto will be used as a guide for such observations.
- (9) Any of the above documentation must be reviewed by the city administrator prior to an employee being ordered to take a drug or alcohol detection test.

The drug or alcohol detection test(s) will be paid by the City except for those situations where a confirmed positive test result has been reported.

- d. Drug or alcohol detection testing of applicants for safety sensitive positions or employees will include a urinalysis, breath analysis, and/or blood test. Any positive readings following the testing will be confirmed by a repeat testing of the same sample before any management action or disciplinary action is taken.

The tests are designed to detect unlawful drugs most commonly used and may vary. All positive urine or other testing samples will be retained by the City's authorized testing laboratory for one year or longer if an appeal or court action is in process.

- e. Based on the results of an investigation, drug, or alcohol detection, an employee may be subject to disciplinary action in accordance with City policy, participation in a mandatory rehabilitation program through the City's EAP, or dismissal. If enrollment in a drug or alcohol rehabilitation program is required for continuing employment, employees will be referred to the City's EAP. An employee's fitness to continue employment in his/her current position, while enrolled in such a rehabilitation program, will be determined on a case-by-case basis. This determination will be made by the employee's department head, city administrator, and the Mayor after reviewing input and information from the employee's EAP counselor.
- f. Applicants to safety sensitive positions refusing to submit to drug or alcohol testing at the appointed time will be denied employment with the City.
- g. Any City employee who has a drug or alcohol problem either through self-admission on behalf of the employee, conviction, or diversion for a drug- or

alcohol-related offense while, on- or off-duty, or the results of a mandatory drug or alcohol testing procedure will be required to sign a Rehabilitation Agreement as found in Exhibit C of this policy.

### **Section 5.9 Appeal Process**

Upon receipt of a confirmed positive test, the employee or applicant will be notified of the test results. As part of that notification he/she will be provided an opportunity to explain any positive results to the Medical Review Officer and his/her department head. The employee or applicant will be allowed five (5) City workdays to respond. The Medical Review Officer (MRO) of the occupational testing center shall substantiate information obtained through telephonic interview with the applicant. The MRO may interpret refusal by the tested individual to provide requested records/information or refusal to participate in a medical interview as a verification of a positive detection test result. The MRO will then promptly report the results of his/her review to the City Administrator/City Clerk.

If an applicant or employee requests a retest, arrangements will be made by the MRO for testing of the secondary sample. The testing will be conducted at a SAMSHA-certified laboratory selected by the applicant or employee and at the applicant's or employee's expense. Additionally, the applicant or employee may have a qualified analytical chemist of his/her choice observe the procedure. Following review of the appeal process, a final determination of the validity of the test results will be made by the department head and department chair. This determination will be made in consultation with the City's EAP contractor and MRO. Employees who have disciplinary actions taken against them as a result of a positive drug test may exercise further appeal rights as per the grievance policy and procedures in the City's Employee Handbook and Policy Manual (Section 8).

### **Section 5.10 General Implementation**

The drug and alcohol detection testing will be conducted by a city approved facility. The integrity of the test sample and/or the test record card and data will be insured by explicit chain of custody procedures specified in contracts between the City, the intake doctor, and the testing laboratory. Any testing, testing-related documents, and test results will be kept confidential and will only be released to City officials with a need to know and to the applicant or employee tested. The parent or legal guardian of a Minor Applicant or Employee who signed the required consent form may also receive testing, testing-related documents and test results upon written request by that parent or legal guardian. Any breach of confidentiality by City officials or employees will be cause for disciplinary action, including dismissal.

The City Administrator will assist department heads and supervisors in the implementation and daily administration of this policy. Department heads will have the approval authority for any disciplinary action arising from enforcement of this policy, but only after full review of all pertinent facts relating to the proposed disciplinary action by the city administrator.

Upon consultation with the city administrator, a department head, will be responsible for scheduling the drug and alcohol detection testing of applicants and employees during normal City business hours. Department heads will assume responsibility for transporting an employee to the intake doctor's office and will assume responsibility for the scheduling of detection tests for

employees when the Administration Office is closed. Applicants will be responsible for obtaining their own transportation to the intake doctor's office for a detection test.

**EXHIBIT A**  
**Areas of Observation**

1.     **Demeanor**

Significantly agitated, aggressive, or passive; especially when compared to employee's normally observed demeanor.

2.     **Speech**

Slurred, significantly loud, quiet, rambling, incoherent; compared to normal observed speech patterns.

3.     **Eyes**

Bloodshot, dilated, closed, or significantly moist.

4.     **Breath**

Alcohol odor, marijuana odor.

5.     **Coordination**

Fumbling, jerking, significantly slow reactions; as compared to normally observed coordination and physical abilities.

6.     **Skin**

Significantly sweaty, flushed, pale, clammy; as compared to normally observed skin conditions.

7.     **Walking**

Unsteady or significantly imbalanced, staggering, significantly slow; as compared to normally observed walking patterns.

8.     **Standing**

Swaying, significantly rigid, feet are wide apart (an extreme effort to remain standing or to avoid falling down); as compared to normally observed patterns.

9.     **Other General Observed Actions:**

Extremely talkative, oral threatening statements or physically threatening actions, erratic; as compared to normally observed personality traits and general behavior.

**EXHIBIT B**  
**Acknowledgment of Receipt of Substance Abuse Policy**  
**and Consent to Breath, Urine, and/or Blood Test**  
**and Release of Information**

The undersigned acknowledges receipt of the City of Fairway's Substance Abuse Policy. This form shall be competent evidence in any subsequent proceeding that I have received notice of the provisions of this policy and consent and agree to submit to a specimen of breath, urine, and/or blood for the purpose of determining the presence of drugs and/or alcohol to the City's occupational medical provider. I understand that my refusal to execute this form shall constitute grounds for denial of employment.

I hereby agree to submit to drug and alcohol test(s) ("**drug test**") as requested by the City. I agree to provide a blood, urine, and/or breath sample upon request, and undergo the necessary procedures required to perform the drug test. I acknowledge that the drug test will be conducted by a laboratory selected by the City, which will collect and test the drug test samples. I understand that the drug test results will remain confidential to the extent required by law and all records related to the test will be kept separately from my personnel file.

I consent to undergo a drug test before I begin my employment with the City. I consent to undergo any random drug tests that the City may require for employees in my position. I consent to be tested if I am involved in an accident or injury that gives the City reasonable suspicion to believe that I was under the influence of unlawful drugs or alcohol.

I understand that if I test positive for unlawful drugs or alcohol, I will be in violation of company policy and subject to discipline, up to and including termination of employment or withdrawal of a conditional job offer. I understand that my refusal to take or complete a drug test required by the City will be grounds for discipline, up to and including my termination of employment or withdrawal of a conditional job offer.

The result of this and subsequent follow-up tests may be released to the City's occupational medical provider, the City Administrator, my potential or existing Department Head, and the City's authorized Medical Review Officer. I hereby release all physicians, medical facilities, testing facilities, clinics, and the City, as well as its employees, agents, and representatives, from any and all liability arising from the release and use of the information discovered in my urine and/or blood and/or breathalyzer tests, including the results of any tests and any decision regarding my employment or prospective employment with the City.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness)



EXHIBIT C  
Rehabilitation Agreement

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

Dear \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, the City of Fairway agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and/or drug abuse. The following conditions apply to your rehabilitation program.

2. You must authorize the designated EAP contractor to provide proof of enrollment in an alcohol and drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to your department head. Your department head will closely monitor your attendance and will reserve the right to terminate you if you do not regularly attend all required sessions.
3. Except for approved vacation and/or funeral leave, if you are absent from work during the rehabilitation program, you must promptly submit a written doctor's certificate explaining the reason for this absence. Exceptions due to other extenuating circumstances must be approved by your department head. Your department head reserves the right to dismiss you if you are absent as a result of alcohol and/or drug usage.
4. You will pay for all costs of rehabilitation that are not covered under the City's benefits plan.
5. For a period of time that does not exceed one (1) year from the date of this agreement as recommended by your Employee Assistance Program counselor and approved by your department head, you will do and agree to the following:
  - a. Submit to drug and/or alcohol detection tests administered by the City's designated occupational medical provider, as directed by the City Administrator and your EAP counselor. The frequency of the tests will depend on the nature of your rehabilitation program developed by your EAP counselor.
  - b. The cost of all drug and/or alcohol detection tests to which you submit during the period of this agreement will be paid by the City.
  - c. Your department head reserves the right to dismiss you if you refuse to submit to the detection testing required by paragraph 4(a) of this agreement or if you test positive during the effective dates of this agreement.
6. You must meet all established standards of conduct and job performance. Your department head will terminate you if your on-the-job conduct or job performance is below competent.

I agree to all of the above conditions and authorize the designated EAP contractor to provide my department head with proof of my enrollment and attendance at the recommended rehabilitation program.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Employee's Printed Name)

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Supervisor's Printed Name)

\_\_\_\_\_  
(Supervisor's Signature)

**EXHIBIT D  
 City of Fairway, Kansas  
 Acknowledgment of Receipt of Substance Abuse  
 Policy and Consent to Breath, Urine, and/or  
 Blood Test and Release of Information:  
 Minor Applicants/Employees**

The undersigned Applicant/Employee acknowledges receipt of the City of Fairway's Substance Abuse Policy. This form shall be competent evidence in any subsequent proceeding that the Applicant/Employee has received notice of the provisions of this policy.

Further, the undersigned Applicant/Employee, who is under eighteen (18) years of age, and his or her parent or legal guardian, consent and agree that Applicant/Employee will submit to the City's occupational medical providers a specimen of breath, urine, and/or blood for the purpose of determining the presence of drugs and/or alcohol. The Applicant/Employee understands that his/her refusal to execute this form shall constitute grounds for denial of employment.

The result of this and any subsequent follow-up tests may be released to the City's occupational medical provider, the City Administrator, his or her potential or existing Department Head, and the City's authorized medical review officer. These results will also be made available to the parent or legal guardian signing this consent, upon written request. The Applicant/Employee and his/her parent or legal guardian hereby release all physicians, medical facilities, testing facilities, clinics, and the City, as well as its employees, agents and representatives, from any and all liability arising from the release and use of the information discovered in the Applicant's/Employee's urine and/or blood and/or breathalyzer tests, including the results of any tests and any decision regarding the Applicant's/Employee's employment or prospective employment with the City.

\_\_\_\_\_ )  
 Minor Applicant/Employee

\_\_\_\_\_ )  
 Date

\_\_\_\_\_ )  
 Parent or Legal Guardian

\_\_\_\_\_ )  
 Date

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me, a Notary Public in and for the above county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

**Section 5.11 Supplement To The Substance Abuse Policy Concerning City Employees Who Possess A Commercial Driver's License (CDL)**

**a. Introduction**

This policy is required by the Omnibus Transportation Employee Testing Act of 1991 and the stipulations set forth to comply with the Federal Highway Administration Regulation on Alcohol and Drugs, which were issued on February 15, 1994. This policy is a supplement to the Substance Abuse Policy (SAP) previously adopted by the City.

**b. Purpose**

The City has an obligation as a steward of the public trust to provide a variety of services to the community in a safe and efficient manner. The intent of this policy is to serve as a supplement to the Substance Abuse Policy and to aid in ensuring safe and efficient delivery of services to the community by drivers working for the City who are required to possess a Commercial Drivers License (CDL) as a condition of their employment.

**c. General**

This policy identifies requirements to meet Federal alcohol and drug testing requirements. It also identifies prohibited employee activity as it relates to alcohol and drug use and the consequences of not meeting the requirements of this policy. This policy goes into effect upon adoption and will remain in effect until superseded.

**d. Applicability**

This supplemental policy is applicable to all City employees in positions that are required to have and maintain a CDL as a condition of employment.

**e. Definitions**

**(1) Alcohol**

Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in wine, beer, and distilled liquor. It is the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin, and includes synthetic ethyl alcohol.

**(2) CDL**

Commercial Driver's License. This license concerns vehicles that weigh a minimum of twenty-six thousand and one pounds (26,001 lbs.) (with or without a trailer), carry sixteen (16) or more people (including the driver), and/or transport hazardous material.

**(3) Controlled and Illegal Substances**

Drugs for which the possession, sale, use, or distribution is unlawful. These include but are not limited to amphetamines (speed), tranquilizers (Valium, etc.), barbiturates (Phenobarbital),

cocaine and all of its derivatives, marijuana, phencyclidine (PCP), methadone, propoxyphene, benzodiazepines, opiates, and hallucinogens (LSD). Illegal drugs for the purpose of this policy also include drugs that are not legally obtainable and drugs that are legally obtainable but have been obtained illegally.

**(4) Drug**

Any chemical substance which produces physical, mental, emotional, or behavioral changes in the user.

**(5) Drug and/or Alcohol Detection Testing and/or Detection Test**

Drug and/or alcohol testing may include, but is not limited to urinalysis, breath analysis, and blood testing. All such tests will include an initial screening assay and a confirmation assay for any positive result from an initial screening assay, including, but not limited to gas chromatography/mass spectrometry (GC/MS).

**(6) Employee Assistance Program**

A confidential Program provided to serve current City employees through the City's employee benefit package. The purpose of the EAP is to help employees and members of their households deal with a wide range of personal problems. The City contracts with a local EAP provider.

**(7) Random Testing**

Testing in which all employees have an equal chance of being selected (*i.e.* identical probability of being chosen every time a selection is made). These tests are performed without any prior knowledge by the participant in order to secure accurate results.

**(8) Reportable Incident**

Any on-the-job or on-duty incident involving any City employee that results in bodily injury or damage to property.

**(9) Safety Sensitive Employee**

Any employee working for the City who holds a CDL and operates a commercial motor vehicle. Such an employee includes, but is not limited to, full-time, regularly employed drivers, drivers employed intermittently by the City, drivers leased by the City, and owner-operator contractors, whether contracting directly or under lease by the City, who operate commercial vehicle at the direction of or with the consent of the City.

**(10) Safety Sensitive Function**

Any of the following functions:

- All time spent driving a City-owned vehicle.

- All time spent on-duty or on-call while waiting to be dispatched unless the driver has been relieved from duty by his/her supervisor.
- All time spent inspecting, servicing, or conditioning any commercial vehicle that is or will be used by the City.
- All time spent unloading or loading a commercial vehicle in operation for the City. This also includes the supervising of loading and unloading, as well as giving or receiving receipts for shipments being loaded or unloaded.
- All time spent performing or assisting in the requirements of a driver involved in an accident.
- All time spent repairing, seeking assistance for, or attending a disabled commercial vehicle in operation for the City.

**f. Testing of CDL Drivers**

All drivers working for the City will be subject to the procedures and stipulations set forth in the preceding SAP document. All City drivers possessing a CDL as a condition of their employment are also subject to the guidelines set forth in this supplement. Agencies performing work for the City must, upon request, provide documentation that they have adopted policies and practices which comply with the regulations set forth in the 1994 Federal Highway Administration Regulations on Alcohol and Drugs.

All prospective employees holding a CDL as part of their job descriptions will be required to submit to a drug and alcohol test.

If an employee required to hold a CDL as part of his/her job is tested (random, reasonable suspicion, or otherwise) and found to have an alcohol content between .02 and .039, that employee will not be allowed to work his/her scheduled shift. If an employee required to hold a CDL as part of his/her job is tested (random, reasonable suspicion, or otherwise) and found to have an alcohol content of .04 or greater, that employee will be required to be evaluated by a Substance Abuse Professional.

If an employee required to hold a CDL is tested and found to have an alcohol content above .04, that employee will not be allowed to work his/her shift. The employee will be referred to and must meet with an alcohol abuse professional upon the referral from an EAP professional. The employee will be subject to a return to duty test, which he/she must pass with an alcohol level below .02.

Employees are advised that they shall not consume alcohol less than eight (8) hours before work or while on duty. Employees shall not consume alcohol following an accident involving a City-owned vehicle until the employee has been tested for drugs and alcohol.

**g. Random Testing of CDL Drivers**

In each twelve- (12-) month period, fifty percent (50%) of all City employees holding a CDL as a requirement of their jobs will be subject to random testing for alcohol and drugs. The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The employees selected for random testing will be tested at the beginning of a shift requiring safety sensitive operations. No prior notification of the testing will be given. All random tests shall be performed under the guidelines set forth in Section IX of the SAP. Selection of CDL drivers for random testing will be accomplished through the random drawing of employee numbers. Under this process, each employee will have an equal chance of being tested each time selections are made. Those refusing to submit to a random test shall be dealt with under the guidelines set forth in Section VII, Item 1 of the SAP.

**h. Testing Following Accidents**

All drivers required to possess a CDL who are involved in an accident involving a City-owned vehicle may be tested for alcohol and other drugs following any accident. These tests must be performed when an accident causes a fatality or critical injury and/or when the CDL driver receives a citation for a moving violation. Alcohol testing must be done within two (2) hours of the incident. If the testing is not done within this time frame, the driver's supervisor must submit a written explanation city administrator and the Mayor concerning why the testing was not done. If an alcohol test is not performed within eight (8) hours of the accident, all testing for alcohol may cease and further written notification must be submitted to the City Administrator in order to be submitted to the Department of Transportation.

Testing for drugs other than alcohol must be completed within thirty-two (32) hours of the accident. If this testing does not occur during this time, written notification must be given to the City Administrator concerning why the test was not performed. All tests shall be performed in accordance with the guidelines set forth in Section IX of the SAP.

**i. Return to Duty Testing**

All employees who have a positive test for drugs and/or alcohol will be required to submit to a test for drugs and alcohol upon their return to duty. Those employees required to have more than six (6) tests a year upon the advice of an alcohol abuse professional are advised that the City will only cover the cost of six (6) tests.

**j. Record Retention**

Employees are advised that the City will retain the following records:

- All negative test reports – one (1) year
- All records concerning alcohol and drugs use training – two (2) years
- All positive test reports - five (5) years

- All incidences of refusal to submit to drug and alcohol testing - five (5) years
- All documentation concerning referral and treatment - five (5) years

The Administration Department shall be the central repository for all documents related to testing under this policy and shall provide all reports required by the Department of Transportation.

All newly hired employees requiring a CDL as part of their job descriptions will be asked to authorize the retrieval of records related to drugs and alcohol testing from any employer the employee has worked for in the past two (2) years and possessed a CDL as part of his/her job description. The records must be received by the City within fourteen (14) days of hire or the prospective driver may not drive for the City. All records will be kept confidential.

**k. Confidentiality**

All records maintained by the City and the City's designated laboratory will be maintained under strict confidentiality. Also, the privacy of employees during testing and notification will be maintained by the City's designated laboratory.

Records will only be released to others with the written consent of the affected employee.



## **CHAPTER 6. DISCIPLINARY ACTION POLICY**

### **Section 6.1 Disciplinary Action Policy General Policy**

Discipline, an unquestionable necessity in any organization, assumes many forms from positive to negative. Most often, discipline is viewed in the latter sense. In this policy, discipline is addressed in the form of corrective action or improper behavior. Without exception, the best discipline is self-discipline. A finely developed sense of responsibility and restraint will virtually eliminate the necessity for negative discipline.

Effective discipline should, but need not be, progressive, depending upon the violation. It should condemn the employee's wrongful act, not the employee as a person. It is meant to reform the offender, deter others from the same action, and maintain the integrity and the standards of the organization.

Any violation of City of departmental rules, regulations, or directives will be grounds for the initiation of disciplinary action.

### **Section 6.2 Authority To Discipline**

Discipline rests with each Department Head, the Department Head designee, or the ranking employee in charge and at times may rest with the City Administrator or the Mayor. In the event that the Department Head or designee is to be disciplined, then the City Administrator or the Mayor shall be responsible for taking disciplinary action under this policy and in accordance with the procedures set forth. For purposes of this document, persons with the responsibility to discipline will be referred to as "supervisor" or "direct supervisor" and all city employees including "Officers" or Department Heads will be referred to as "employees".

### **Section 6.3 Disciplinary Actions**

- a. Oral reprimand:** A verbal notice or warning usually given for minor violations.
- b. Written reprimand:** A written notice or warning usually given in situations where verbal reprimand is not sufficient or where verbal reprimand has not proven corrective. A written reprimand will be signed by both the employee and the supervisor and a copy will be placed in the employee's permanent personnel file. The employee's signature does not indicate an agreement with the charges.
- c. Suspension:** Time off with or without pay due to a violation of any City policy or inappropriate behavior in the course of an employee's duties. A supervisor has the discretion to determine the length and dates of the suspension based on the nature of the violation and any other departmental factors to be considered. Days off, with or without pay, due to a suspension will not necessarily be consecutive.

Notification of suspension will be in writing and will include the reason(s) for, the duration of, and onset of the suspension. In addition, it will list any other terms the employee must meet before returning to work. This notification will be placed in the employee's permanent personnel file.

An employee may be suspended, with or without pay, by the Mayor in the event he/she is arrested for a felony charge or other violation of the law whether imprisoned or not. The suspension may be in effect until such time as a judgment is entered by the Court. The determination as to the status of any employee's pay will be based upon individual circumstances.

- d. **Involuntary Demotion:** Movement from one position to a position with a lower salary range due to an employee's inability to satisfactorily perform the essential function of the job or for disciplinary reasons. No demotion shall be made as a disciplinary action unless the employee to be demoted is able to perform all the essential functions of the lower class position.

Notification of an involuntary demotion will be made in writing and will include the reason(s) for the demotion, when the demotion will take place, and any other terms the employee must meet. This notification will be placed in the employee's permanent personnel file. This notification will be made at least 15 days before the demotion takes place.

- e. **Dismissal:** An employee is permanently relieved of his/her responsibilities and duties and asked to leave the worksite. (Removal of "Officer" is regulated by Fairway City Code, Chapter 2, Article 3, Section 2-91, "Removal of Officers") Dismissal is initiated by the employee's direct supervisor. Notification of dismissal will be in writing and will include the reason(s) for and the effective date of the dismissal.

#### **Section 6.4 Cause For Disciplinary Action**

The following circumstances will be cause for disciplinary action. Cause for disciplinary action, up to and including discharge, include but are not limited to the following:

- a. Willful violation of any of the provisions of City Ordinances; Policies; Rules or Regulations, including the Code of Conduct; or of Department rules and regulations. This includes any willful violation of the City's policy regarding use of alcohol and drugs and/or being under the influence of these substances while on duty.
- b. Any attempt to induce or allow another person to commit an illegal act by violating any law, rule, or regulation adopted by the department, City, State, or Federal Government, or to participate therein.
- c. Solicitation or acceptance from any person, group, or organization, of any fee, gift, or other valuable item or service that the receiver knew or should have known is given in the hope or expectation of receiving a favor, reward, or better treatment than is afforded any other person. (See "Code of Conduct," Section 2.1(d)Disclosure of Gifts and Gratuities)
- d. Any use or attempted use of political influence or bribery for personal gain. (See "Code of Conduct," Section 2-1(e). Ethical Standards )

- e. Absence from duty, without leave, contrary to Departmental/City rules, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked.
- f. Excessive tardiness, absences, or inappropriate use of any approved leave.
- g. Insubordination, refusal to obey any lawful order while on duty, or other breach of discipline.
- h. Participation in activities which disrupt or which are intended to hinder or interfere with the efficient work activities of any City function. This includes concerted action with others to not report for duty or to not work at usual capabilities in the performance of normal duties.
- i. Failure to follow prescribed safety procedures, including failure to notify his/her supervisor or Department Head of unsafe working conditions. Failure to report job-related injuries to same.
- j. Theft of City property, or of another employee's or citizen's property.
- k. Misuse of, or failure to, properly care for or protect City property.
- l. Use of abusive or improper treatment of any person, provided that act was not done in self-defense or to protect the safety of others.
- m. Unlawful harassment of any sort, offensive conduct, or offensive language toward City officers, employees, or the public.
- n. Inappropriate behavior unbecoming to the particular position held, including an act or omission which could tend to disrupt the economical or efficient conduct of the City's business.
- o. Failure to perform assigned duties or neglect of duty.
- p. Admission or finding of guilt of a crime that affects the employee's ability to perform the duties of his/her position or is related to the duties and responsibilities of the position.

### **Section 6.5 Appeal of Disciplinary Action**

Disciplinary actions, excluding termination, are open to appeal. There should be an opportunity for open, constructive communication between supervisor and employee for the purpose of resolving disputed disciplinary actions. If open communication is not possible, then the employee should follow the guidelines set out in Chapter 7 "Grievances and Hearings."

## **CHAPTER 7. GRIEVANCES AND HEARINGS**

### **Section 7.1 General Policy**

An employee has the right to present a formal complaint or grievance concerning: his/her job; working conditions; salary; relationship with co-workers, supervisor, or Department Head; the application of equal employment opportunity policies; or as an appeal of any disciplinary action taken. A sincere attempt should be made by each employee and supervisor to resolve any grievance before it becomes necessary to resort to the grievance procedure.

Any employee who believes that he or she has been a victim of discrimination, mistreatment, or harassment (including sexual harassment) in any form should immediately report the incident to his or her supervisor or Department Head, or if the complainant is a Department Head, the City Administrator. In a case where the employee is accusing the Department Head of discrimination, mistreatment, or harassment (including sexual harassment), that employee may take the complaint directly to the City Administrator. If the issue cannot be resolved at that level, the matter will be resolved by advancement through the chain of command in the following sequence:

- Mayor
- City Council

### **Section 7.2 Grievance Procedure**

The following grievance procedure is established:

- a. Any complaint or grievance shall be filed by the employee with his or her immediate Supervisor in writing within twenty (20) calendar days. A written response to the grievance shall be provided by the Supervisor to the employee within seven (7) calendar days of the filing. If the employee disagrees with the decision of the Supervisor, the employee may forward the complaint or grievance in writing to his or her Department Head, who shall respond in writing to the employee within seven (7) calendar days of receipt.
- b. If the employee is not satisfied with the response of the Department Head, the employee may forward the complaint or grievance to the City Administrator.

The City Administrator shall respond to the complainant within fourteen (14) days of receipt of the written complaint.

If the issue is still not resolved, the complainant may request the City Administrator forward the complaint to the Mayor. The City Administrator has seven (7) days following the complainant's request to forward the written complaint to the Mayor.

The Mayor shall respond to the complainant within seven (7) days of receipt of the complaint from the City Administrator. The complainant may request the Mayor call a special meeting of the City

Council to hear the complaint. The Mayor has the discretion to call or not to call such special meeting for the purpose of a hearing.

### **Section 7.3 City Council Hearing Procedure**

- a.** The hearing shall be held within thirty (30) calendar days from the Mayor's receipt of the employee's request for such hearing.
- b.** At the hearing, the employee and the person(s) against whom the complaint is registered shall be given the opportunity to present their positions relative to the complaint together with any pertinent evidence.
- c.** All parties shall be allowed the right to legal counsel. All expenses due to legal counsel shall be borne by the parties requesting such counsel.
- d.** The City Council shall, in its sole discretion, determine who may and may not be present during the hearing. The City Council may adjourn the hearing from time to time in order to investigate the circumstances surrounding the complaint.
- e.** The City Council shall not be bound by any legal rules of evidence.
- f.** No City employee serving as a witness shall be subject to any restraint, interference, discrimination, or reprisal for any of his or her testimony in such a hearing; however, the City may act upon a threat, an instance of misconduct, or violation of City Policy that is admitted or is found to be supported by substantial evidence.
- g.** The City Council shall render a decision within seven (7) days of the conclusion of the hearing.
- h.** Audio recording of the proceedings will not be permitted unless agreed upon by all parties involved in the complaint. Video recordings will be prohibited.
- i.** The time limits for taking action under this procedure may be extended by the Mayor upon request of the employee or a member of the City Council for good cause.
- j.** This procedure is not available for use by any person who is no longer employed by the City.

## **CHAPTER 8. TECHNOLOGY POLICY**

### **Section 8.1 Purpose.**

The purpose of this policy is to ensure the proper use of technology belonging to the City. The effective and efficient use of technology plays an integral role in the City's state goal of maximizing service to citizens.

The policy intends to encourage each and every City employee to use our technology to its fullest in a manner that is consistent with the City's mission. This policy intends to discourage and eliminate inappropriate use of our technology.

### **Section 8.2 Definitions.**

#### **a. Technology.**

This refers to our computers, voice mail, electronic mail (e-mail), Internet access, phone systems, network systems, voice and data communications, printers, copy and fax machines, video recorders, cameras, smart phones, personal electronic devices, radios, and electronic equipment in general.

#### **b. Management:**

Management is defined as the Mayor, City Council, City Administrator, and Department Heads.

### **Section 8.3 Background.**

There has been a tremendous investment of time and money in the computing and communications systems of the City. Our computers, networks, e-mail, voice mail, Internet access, phone systems, etc., all combine as a backbone of our daily operations. Without these modern tools, we become much less able to provide citizen service.

### **Section 8.4 Policy.**

- a.** All users of the City's technology must respect and adhere to city, state, federal, and international laws. Any attempt to violate these laws will be met with prompt, appropriate legal and/or disciplinary action.
- b.** Efficient, ethical, authorized, and legal utilization of the City's technology in line with our stated goal of maximizing citizen service is desired.
- c.** These policies apply to ALL forms of the City's technology. Policies referring to specific technologies may be more restrictive.
- d.** The Mayor and Department Heads may override these policies when necessary.

- e. The City hereby notifies all employees that no employee should have any expectation that use of the City's technology is in any way private. The technology belongs to and is managed by the City.
- f. Department heads may access the technology when required and when the law permits. Generally, department heads will only access information contained or stored in the technology for work-related, non-investigatory purposes or for work-related investigatory purposes relating to claims of misconduct.
- g. Threats, harassment, slander, defamation, obscene or suggestive messages and images, political endorsements, commercial activities, and material that is discriminatory with regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status or any other characteristic protected under applicable federal, state, or local law.~~race, sex, sexual orientation, religion, ethnicity, disability, and/or age~~ are prohibited.

#### **Section 8.5 Privacy Advisory.**

- a. Do not expect privacy when you use a communications system that is operated or owned by the City.
- b. A department head or his/her designated representative reserves the right in certain circumstances to monitor electronic conversations, to read messages, and to inspect mail or documents sent to or by department personnel, including deciphering of encrypted text.
- c. A department head reserves the right in certain circumstances to access, without notice: data or text caches, e-mail and voice mail boxes or accounts, and other employer-provided electronic storage systems.

#### **Section 8.6 General Computing and Network Policy.**

- (1) Users of the City's network services shall promote efficient use of the networks to minimize and avoid, if possible, congestion of the networks and interference with the work of other users of the network.
- (2) No encryption of communications shall be sent from the City of Fairway's network unless in response to an encrypted message received from an outside source.
- (3) No "bios" passwords are allowed.
- (4) Users of the City's network services shall not disrupt or damage any components of the City's information system.
- (5) Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent is prohibited.

- (6) Decryption of system or user passwords is prohibited.
- (7) Any unauthorized access or attempts to gain unauthorized access to data, system resources, passwords, etc., is prohibited.
- (8) Copying or deletion of the network system, the operating system and applications software is prohibited.
- (9) Intentional attempts to "crash" the network, computer systems, or computer programs are prohibited.
- (10) Any attempt to secure a higher level of privilege than that assigned by a department head on the network or on specific technologies is prohibited.
- (11) Software license and copyright infringement is prohibited.
- (12) Loading of any software on the City's computers or network systems is prohibited unless approved by a department head.
- (13) The willful introduction of computer "viruses" or other disruptive programs into the City's systems is prohibited.
- (14) Any data on the City's equipment is considered City property. Electronic mail, documents, spreadsheets, etc., are all accessible if deemed necessary by a department head.
- (15) Sharing your passwords with others is prohibited, unless authorized by a department head.

### **Section 8.7 Citywide (Network) and Internet Electronic Mail**

Electronic mail, in general, lends itself to a more relaxed and less guarded way of communicating, which can lead to misunderstandings and unwarranted liability. Electronic mail qualifies as City equipment; therefore, all electronic mail is City property. There exists extensive backups of all communications, so it is imperative to remember that "erased" mail/messages may linger forever.

- (1) Do not put anything in an e-mail that you would not broadcast to the general public.
- (2) Be polite.
- (3) Use appropriate language.
- (4) Delete all messages from the e-mail system when they are no longer needed as a finite amount of network storage is available.
- (5) Be aware that Internet e-mail transmissions can be easily intercepted by others.



- (6) Forgery or attempted forgery is prohibited.
- (7) Junk mail or "chain" letters are prohibited.
- (8) Never send e-mail from someone else's e-mail account/inbox.

**Section 8.8 Internet Access**

- (1) Internet access is a privilege granted to users by the City.
- (2) Internet access should be limited to City business. Be aware that file downloading and uploading from and to the Internet creates significant network traffic which can consume scarce City bandwidth (resources) to the Internet, as well as expose the system to the risk of virus invasion.
- (3) Accessing adult entertainment, pornography, and/or suggestive material is inappropriate and prohibited.

**Section 8.9 Violations.**

Violations of this policy will result in disciplinary action up to and including termination from employment.

**CHAPTER 9.**  
**CITY OF FAIRWAY, KANSAS**  
**NO SMOKING POLICY**

Pursuant to K.S.A. 21-6110 *et seq.*, smoking is prohibited in all enclosed facilities within a place of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

A written copy of the City's smoking policy is available upon request to any existing or prospective employee. To request a copy, please contact the Administration Department.

## **CHAPTER 10. TRAVEL POLICY**

All travel expenses paid from City funds shall be subject to these policies. The City allows travel expenses for elected City officials and employees, both when they are required to travel to transact City business and when they attend professional meetings, conferences, or training sessions that promote the individual's overall job knowledge. The Mayor must approve any exceptions to this policy. The basis for this policy can be found at <http://www.da.ks.gov/ar/employee/travel/travbk.htm>, the Kansas Employee Travel Expense Reimbursement Handbook. Travel advances and travel reimbursements must be approved by the Department Head or City Administrator.

### **Section 10.1 Approval**

City staff attendance at out-of-town conferences, conventions, training events, association events, and other travel circumstances exceeding one hundred fifty dollars (\$150) must be approved by the department head; or, in the case of a department head, by the City Administrator; or, in the case of the City Administrator, by the Mayor.

Governing Body attendance at out-of-town conferences, conventions, training events, and association events exceeding one hundred fifty dollars (\$150) must be approved by the Governing Body. Other travel circumstances must be approved by the Mayor.

### **Section 10.2 Meals**

Overnight travelers may claim per diem daily allowance for meals and receive that allowance in advance of the travel. In accordance with the per diem rates found at [www.qsa.gov](http://www.qsa.gov), a per diem per given locality will be paid. This website provides per diem rates for both full and partial dates. In instances where meals are paid as part of conference or registration costs, the per diem paid will be reduced by twenty percent (20%) for breakfast, thirty percent (30%) for lunch, and fifty percent (50%) for dinner.

### **Section 10.3 Lodging**

The City will reimburse an amount not greater than the actual cost of a single room. Employee sharing of accommodations is encouraged as a cost-saving practice. Itemized receipts of lodging expenses are required.

### **Section 10.4 Transportation**

Transportation may be by City-owned vehicle, commercial carrier, privately owned vehicle, or rental vehicle.

All traffic tickets, fines, or other infractions of the law are the sole responsibility of the traveler. The City will not pay or reimburse any such expense.

### **Section 10.5 Privately Owned Vehicle**

Mileage reimbursement paid to an employee is based upon miles traveled at the current rate authorized by the State of Kansas. With receipts, turnpike tolls and parking expenses will be reimbursed at cost. Whenever possible, the employee will use a city-issued K-Tag to pay for turnpike tolls.

### **Section 10.6 Commercial Carrier**

Whenever possible, commercial travel should be planned far enough in advance to take advantage of reduced fares.

The City will pay the lowest round-trip coach airfare available. The City prefers to pay the airfare directly when billed through a travel agency. Rail and bus fares may be allowed at the most economical rate.

Employees may choose either air or ground transportation. However, the City will only reimburse the traveler for the method that would cost the least for the City. The cost to fly would include airfare, parking fees, rental vehicle—if approved—and mileage to and from the airport. The cost to drive would include mileage, any additional per diem, and any additional lodging expenses.

### **Section 10.7 Rental Vehicles**

With prior written authorization from the Department Head, rental vehicles may be authorized for use. Rental vehicles are restricted to the most economical size of vehicle required to carry out City business. With appropriate receipts, expenses will be reimbursed at cost for the rental, tolls, parking, gasoline, and other operating expenses. The City's insurance carrier provides adequate coverage for rental vehicles so no additional insurance coverage is necessary or reimbursable.

### **Section 10.8 Daily Travel Allowance**

When an employee travels to a destination within 50 miles of the City for a multi-day event, the City will not reimburse the employee for overnight lodging costs. The City will reimburse the employee for mileage to and from the destination each day at the prevailing City mileage rate.

If — as a matter of personal convenience — the employee chooses to stay overnight, then the employee may elect to receive a daily travel allowance of thirty dollars (\$30) to defray travel costs as an alternative to mileage reimbursement. In order to receive this daily travel allowance, a receipt for overnight lodging costs must be submitted. The employee pays for all overnight lodging costs in this case.

This daily travel allowance is in addition to any meal per diem to which the employee may be entitled.

### **Section 10.9 Payments for Spouses and Guests**

Spouses or guests for personal reasons may accompany travelers on City business. The City will not reimburse funds for any costs associated with the travel of these individuals.

### **Section 10.10 Personal Expenses**

The City will not reimburse travelers for personal expenses that do not serve a public purpose. Such expenses include, for example, alcoholic beverages, movies, personal telephone calls, and tickets to plays and sporting events.

**CHAPTER 11.**  
**CITY OF FAIRWAY**  
**SOCIAL MEDIA POLICY FOR EMPLOYEES AND ELECTED OFFICIALS**

The City is growing its participation in social media to strengthen communication efforts with our residents and connect with patrons. Emerging platforms for online collaboration are fundamentally changing the way municipal agencies work, offering new ways to engage with citizens, visitors, colleagues, and the world at large. Social media is a new model for interaction to build stronger, more successful relationships with citizens and stakeholders. It's a way for you to take part in global conversations related to the many great attributes of the City.

Guidelines for functioning in an electronic world incorporate the same values, ethics, and confidentiality policies employees and elected officials are expected to follow every day, whether you are Tweeting, talking with patrons, or chatting over the neighbor's fence. Remember, your responsibility to the City does not end when you are off the clock.

Given the reach of the internet, it is important that when you use various social media websites, you follow some basic procedures that support our policy. This policy applies to all City employees and elected officials when they blog or participate in social media for City-related work, but it should also be considered if personal blog or social media activities may give the appearance of speaking for the City.

**Section 11.1 Social Media Policy**

- a.** All official City presences on social media websites or services are considered an extension of the City information networks.
- b.** The Communications Committee will review department requests to use social media websites and may delegate this review function to the City Administrator.
- c.** Departments and persons using social media are responsible for complying with applicable federal and state laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, the Freedom of Information Act (FOIA), First Amendment, privacy laws, and information security policies established by the City.
- d.** Employees representing the City via social media outlets must conduct themselves at all times as is appropriate in that capacity. Employees who fail to conduct themselves in an appropriate manner shall be subject to the Disciplinary Action Policy outlined in the City of Fairway Employee Handbook.
- e.** The City Administrator will monitor content on each social media website to ensure adherence to this policy for appropriate use, as well as for message and branding consistency.
- f.** Violation of these standards may result in the restriction of use of pages from social media outlets.

## Section 11.2 Online Social Media Activities

The City respects the rights of its employees and elected officials to use blogs and other social media tools not only as a form of self-expression, but also as a means to further City business. It is important that all employees and elected officials are aware of the implications of engaging in forms of social media and online conversations that reference the City and recognize when the City might be held responsible for their behavior.

Please note that this policy is intended to apply to City information that can lawfully be protected and is not intended to interfere with, restrain, or coerce employees in exercising their rights under federal or state labor laws.

### The City's Expectations for Employees' and Elected Officials' Personal Behavior When Using Online Social Media

There's a big difference in speaking "on behalf of the City" and speaking "about" the City. This set of principles refers to those personal or unofficial online activities where you might refer to the City.

- (1) The City encourages employees and elected officials to participate in the online social media space, but urges employees and elected officials to do so properly, exercising sound judgment and common sense.
- (2) Be a "scout" for compliments and criticism. Even if you are not an official online spokesperson for the City, you are one of our most vital assets for monitoring the social media landscape. If you come across positive or negative remarks about the City on one of our services online that you believe are important, consider sharing them by forwarding them the City Administrator
- (3) Let the subject matter experts respond to negative posts. You may come across negative or disparaging posts about the City or its services, or see third parties trying to spark negative conversations. Pass these posts along to the City Administrator.
- (4) Never disclose non-public information of the City (including confidential information), and be aware that taking public positions online that are counter to the City's interests might cause conflict.

## Section 11.3 Tips For Using Social Media

- (1) –The City encourages employees to express ideas and opinions in a respectful manner by:
  - (a) Communicating is in good taste
  - (b) Being sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

- (c) Not denigrating or insulting others.
- (2) Be yourself—and be transparent.
  - (a) Even when you are talking as an individual, people may perceive you to be talking on behalf the City. If you blog or discuss services, programs, or other topics related to the City, be upfront and explain that you work for the City; however, if you aren't an official agency spokesperson, add a disclaimer to the effect: "The opinions and positions expressed are my own and don't necessarily reflect those of the City of Fairway."
- (3) Protect confidential information and relations.
  - (a) Online postings and conversations are not private. Realize that what you post will be around for a long time, and could be shared by others. Given that,
    - (i) avoid identifying and discussing others—including citizens, suppliers, and co-workers;
    - (ii) obtain permission before posting pictures of others or before posting copyrighted information; and
    - (iii) never discuss proprietary City information
- (4) Speak the truth
  - (a) If you are in a discussion that relates to the City, don't make unsubstantiated claims.
  - (b) If you need to respond or make a comment on something specific, verify details through city-published information.
- (5) Keep your cool.
  - (a) When confronted with a difference of opinion, stay cool and express your points in a clear, logical way.
- (6) Stay timely.
  - (a) Make sure you are willing to take the time to refresh content, respond to questions and update information regularly.
- (7) Be careful with personal information.



**CITY OF FAIRWAY**  
**EMPLOYEE HANDBOOK**  
**Updated December 2024**

# City of Fairway Employee Handbook

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**CITY OF FAIRWAY ("the City")  
Employee Handbook Waiver**

I acknowledge the receipt of this Employee Handbook and will comply with the regulations as outlined in the manual.

If I do not understand, I acknowledge that I can question up the chain of command for clarification.

I will return the handbook, City keys, and all other City equipment in the event that my employment with the City ceases.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

## **City of Fairway Mission Statement**

Sustain and develop the character of our community ensuring the highest quality of life for our residents.

We characterize our mission with the following values:

- Respond to the needs of our residents.
- Provide a strong and safe residential community and an attractive place for people to work and shop.
- Maintain a consistent umbrella of service. Ensure the highest quality of services given available resources.
- Strive to reinvest in and improve our existing facilities and infrastructure.
- Work proactively on community issues by seeking innovative solutions.
- Preserve and enhance our green spaces and trees.
- Provide an attractive place to work for our employees that encourages job satisfaction and tenure.
- Commit to excellence.

## **EMPLOYMENT-AT-WILL**

**This manual should not be construed as, and does not constitute, a contract of employment. Unless you are an elected or a contract employee who has executed a written employment agreement, the relationship between the City and you is an employment-at-will relationship. This means that the employment relationship is by mutual consent of the City and you. The employment relationship is not for any definite period of time. While it is expected that your employment with the City will be rewarding and long-term, either you or the City may terminate the employment relationship at any time with or without notice, for any reason or no reason at all, with or without cause. It should also be understood that no representative of the City, other than the Governing Body, has any authority to enter into any agreement of employment for any specified period of time, or to make any agreement contrary to the foregoing. Furthermore, if the Governing Body makes any such agreement, it shall not be enforceable unless it is in writing and signed.**

**Nothing in this Handbook, or in any other written materials or verbal statements provided by City representatives, shall limit either the City's or the employee's right to so terminate the employment relationship. The employment-at-will relationship reflects the economic realities of today's business climate. It provides both the employee and the City the opportunity to freely select the appropriate job and individual as circumstances warrant. These statements about the at-will nature of employment constitute the entire understanding between the City and its employees regarding this subject.**

**These employment-at-will provisions also apply to other benefits, working conditions, and privileges of employment with the City. The City has the right, in its sole discretion, to change or eliminate these at any time, with or without advance notice, except as may otherwise be required by law.**

## **CHAPTER 1. CONDITIONS OF EMPLOYMENT**

### **Section 1.1 Physical and Drug Screen/Background Check**

- a. Employees are required to pass a pre-employment physical to be administered by the City's designated occupational healthcare provider. The physical will be based upon the physical requirements in the job description of the position for which the employee has applied. Individuals filling safety sensitive positions must also pass a pre-employment drug screen also administrated by Employer Health Services. Safety sensitive positions are outlined in the Substance Abuse Policy Chapter 5.
- b. Employees are required to pass an investigative background check through the National Crime Information Center (NCIC) and through the Kansas Bureau of Investigation. Employees who will be driving for the City or driving City vehicles must have and maintain a valid driver's license as of the employment date. Public Works maintenance employees must have or obtain and maintain a valid Class C Commercial Driver License within six (6) months of employment date.
- c. Employees are required to pass a pre-employment functional capacity evaluation or, in the case of Police Officers, a physical ability test. These evaluations ensure potential employees are physically capable of performing all job-related duties.

### **Section 1.2 Classification**

#### **a. Regular Full-Time Employee**

A regular full-time employee is an employee hired to fill a full-time position and has a work schedule of 40 hours per week. All regular full-time positions are non-exempt under the Fair Labor Standards Act unless otherwise specified in their job description.

#### **b. Regular Part-Time Employee**

A regular part-time employee is an employee hired to fill a part-time permanent position and in general has a work schedule of less than 40 hours per week. All regular part-time positions are non-exempt under the Fair Labor Standards Act. Examples of regular part-time employees are the Municipal Judge and City Prosecutor. Regular part-time employees are not eligible for most of the employee benefits outlined in Section 3 of this manual unless otherwise designated by the City Council.

#### **c. Seasonal and Temporary Employees**

A seasonal or temporary employee is an employee hired for a specific period of time or to complete a specific assignment. These employees may work 40 hours per week during their employment. All seasonal and temporary positions are non-exempt under the Fair Labor Standards Act. Examples of seasonal and temporary positions include most Pool positions. These employees are not eligible for most of the employee benefits outlined in Section 3 of this manual unless otherwise designated by the City Council.



**d. Contract Employee**

A contract employee is an individual hired under a specific employment agreement. The only employee benefits granted to contract employees are those benefits specifically covered in the employment contract between the City and the contract employee. Examples of contract employees include: City Attorney, Special Zoning Counsel, and City Engineer.

**e. Elected Officials**

An elected official is an individual who is elected by the voters. Examples include Mayor and members of the City Council.

**f. Appointed Officials**

An appointed official is an individual who is appointed by the Mayor with the approval of the City Council. Examples include members of the Planning Commission and Board of Zoning Appeals, Public Officer, City Treasurer and members of special or ad hoc committees and task forces.

**Section 1.3 Oath of Office**

All Officers of the City, whether elected or appointed, either under the laws of the State of Kansas or ordinances of the City, and every person to be employed by the City, shall, before entering upon the duties of their respective offices or employment, take and subscribe in writing to the oath or affirmation as follows:

"I do solemnly swear (or affirm, as the case may be) that I will support the Constitution of the United States and Constitution of the State of Kansas and faithfully discharge the duties of \_\_\_\_\_ (enter name of office). So help me God." (K.S.A. Supp. 54-106)

**Section 1.4 Confidentiality**

As the result of your employment with the City, you may acquire and have access to confidential information belonging to the City of a special and unique nature and value, relating to such matters as the City's personnel and compensation information, accounts, procedures, manuals, financial data, supply sources and resources, contracts accounting and bookkeeping practices, policies and practices, confidential reports, contracts, litigation and other legal matters, as well as information specific to the City's services.

As a condition of employment, you agree that all such information is the exclusive property of the City, and that you will not at any time divulge or disclose to anyone, except in the responsible exercise of your job, any such information, whether or not it has been designated specifically as "confidential."

Nothing in this section is intended to interfere with the City's obligations under the Kansas Open Records Act (KORA), and all requests for records from the City should be forwarded to the City Clerk.

## **Section 1.5 Probationary Period**

All employees, with the exception of Elected and Appointed Officials, are on probation for six (6) months from their employment date. Probationary periods may be extended or reinstated by the Department Head, the City Administrator, or the Mayor.

## **Section 1.6 Hours of Work**

The City's standard workweek is Sunday through Saturday. Regular full-time employees are scheduled to work forty (40) hours per week, Monday through Friday, with the exception of Police Officers who are scheduled to work by shift in accordance with the Police Department Standard Operating Procedure Manual. Department Heads may, at their discretion, implement flexible hours to meet departmental needs and schedules.

## **Section 1.7 Overtime/Call Back/Compensatory Time**

### **a. Overtime/Compensatory Time**

Overtime is paid time actually worked in excess of a forty- (40) hour workweek and is paid at one and one half (1.5) times the regular rate. All overtime must be approved by the Supervisor or Department Head.

Compensatory time is paid time off that is accrued for time actually worked in excess of a forty- (40) hour workweek in lieu of overtime pay. Compensatory time is accrued at the rate of one and one half (1.5) hours for each hour worked in excess of a forty- (40) hour workweek. All compensatory time must be approved by the Supervisor or Department Head.

Non-exempt employees are eligible to receive overtime/compensatory time. Non-exempt employees who work overtime will be paid or will accrue compensatory time at a rate of one and one-half (1.5) times the regular rate. Employees in Exempt positions are not eligible for overtime.

***The Supervisor or Department Head may limit the amount of overtime an employee can accrue. The Supervisor or Department Head may limit the amount of compensatory time an employee can accrue and keep in reserve.***

Fifteen (15) minutes is established as a minimum amount of work performed to be eligible for overtime or compensatory time. Time worked is to be reported in hours and quarter hour increments with additional minutes being rounded to the nearest quarter hour.

### **b. Call-Back Time (Notification while off-duty)**

Call-back time occurs when non-exempt employees are notified while off-duty that they are required to perform unscheduled work over and above the normal work day and it is necessary that they return to work. Call back time must be approved by the Supervisor or Department Head.

If a non-exempt employee, while off-duty, is called back to work, the employee will receive a minimum of two (2) hours' pay; however, the two- (2-) hour minimum is not applicable if the employee receives the call-back notification before leaving work the same day.

## **Section 1.8 Payroll Deductions**

The City is required by law to make certain deductions from an employee's compensation. These deductions include withholding for federal and state income taxes, Federal Insurance Contributions Act (FICA) tax (also known as Social Security and Medicare tax), garnishments, and contributions to the Kansas Public Employees Retirement System (KPERs/KP&F).

Voluntary deductions for certain items are also made through payroll deduction. Some of these are medical and dental benefit premiums, contributions to the deferred compensation plan, KPERs optional life insurance premium, and contributions to the United Way.

## **Section 1.9 Anti-Harassment and Anti-Discrimination Policy**

### **a. Equal Employment Opportunity Policy**

The City's policy is to provide equal employment opportunity without unlawful discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status or any other characteristic protected under applicable federal, state, or local law. The City will administer all personnel matters such as hiring, compensation, benefits, promotions, training, transfers, layoffs, and terminations without regard to and without discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status or any other characteristic protected under applicable federal, state, or local law. .

### **b. Policy Prohibiting Harassment and Discrimination**

The City is committed to providing all of its employees a work environment which is free of discrimination, intimidation, insult, and harassment including, but not limited to, that which is based upon race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status or any other characteristic protected under applicable federal, state, or local law. . All employees and volunteers are expected to uphold and abide by this policy. This policy applies to all conduct that occurs on City premises and at off-site, City-sponsored events. This policy also applies to conduct that may occur outside of the workplace but that has the effect of creating a hostile work environment.

### **c. Sexual Harassment Prohibition**

The City's non-harassment policy specifically (but without limitation) prohibits an employee from engaging in any intimidating, insulting, coercive, or harassing behavior that is sexual in nature. Examples of prohibited conduct include, but are not limited to:

- Spoken or written comments relating to a person's sex, unless there is a legitimate, work-related reason for such comments and such comments are tasteful and non-offensive;
- Any unwelcome advance or contact of a sexual nature;
- Inappropriate sexually oriented comments about a person's body or behavior;

- Showing or displaying pornographic or sexually explicit objects or illustrations in the workplace or while performing duties for the City;
- Sexually offensive comments, jokes, or innuendoes;
- Making a sexual or suggestive remark or gesture about any person's clothing, physical appearance or body (including whistling or "cat calls" and gestures using hand or body movements);
- Referring to a person using a slang term or nickname that has a sexual connotation (such as "babe," "honey," "hunk," "stud," etc.);
- **Name calling, gossip, comments or jokes that may be derogatory towards a particular person because of his/her sex;**
- **Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature.**

Any employee who is found to have violated this policy will be subject to disciplinary action determined by the City in its sole discretion, up to and including termination. Nothing within this policy should be understood in any way as a limitation on the City's right to decide what action is appropriate.

The City's policies prohibit inappropriate conduct that may not be a violation of the law but which is still considered inappropriate for the workplace. Any investigation and/or discipline pursuant to this policy should not be considered an acknowledgement that any laws were violated but only that the City considered the conduct inappropriate and thus a violation of the policy.

**d. What to Do If You Feel Our Anti-Harassment and Anti-Discrimination Policy Has Been Violated: Harassment Complaint Procedure**

**(1) Reporting Procedure**

In order for the City to take appropriate corrective action, it must be made aware of harassment or retaliation. Therefore, if you have experienced or observed harassment based on the protected categories stated above or retaliation, you should immediately report such behavior to one of the following people, without fear of reprisal:

- (a)** If you are employed in the City's Police Department, report the incident to your immediate supervisor. If your immediate supervisor is the alleged harasser, report the incident to the next level person within the appropriate chain of command. If the Chief of Police is the alleged harasser, report the incident to the City Administrator or the Mayor.
- (b)** If you are employed in the City's Parks and Recreation Department, report the incident to the Director of the Parks and Recreation Department. If the Director of the Parks and Recreation Department

is the alleged harasser, report the incident to the City Administrator or the Mayor.

- (c) All other employees should report the incident to your supervisor, the City Administrator, or the Mayor.

**(2) Handling of Complaints.**

- (a) **Obligation to Report:** You must report any harassment or discrimination, even if the person committing the conduct is not an employee of the City. The City's policy is to take appropriate action to protect its employees from harassment or discrimination, regardless of who commits the harassment or discrimination.
- (b) **Supervisor's Obligation to Report:** Any supervisor who experiences, witnesses, or receives a written or oral report or complaint of harassment or related retaliation shall promptly report it to his or her Department Head and the City Administrator. The supervisor, in consultation with the appropriate Department Head and the City Administrator, shall take appropriate interim and/or remedial actions as necessary during the investigation. (Examples: temporary assignment, paid leave of absence, separation of the complainant and alleged offender).
- (c) **Investigation Process:** Reports or complaints under this Policy shall be addressed and resolved as promptly as practicable after the complaint or report is made. The supervisor, Department Head, City Administrator, or Mayor receiving a complaint of harassment or discrimination shall take the details of the complaint in writing and have the complainant sign and date it. The complaint should include details regarding the incident(s) or conduct giving rise to the complaint; dates and location of incident(s); any witnesses to the alleged incident(s) or conduct; and action(s) requested by the complainant to resolve the complaint.

Copies of the signed complaint shall be forwarded to the Mayor, City Administrator, City Attorney, and the complainant's and alleged harasser's Department Head(s). Typically, the Department Head of the alleged harasser has responsibility for processing complaints of sexual harassment. If the Department Head or the complainant has doubts about the ability of such Department Head to conduct an impartial investigation, or if the Department Head is the alleged harasser, then the City Administrator or other assigned investigator shall investigate the incident.

The investigator shall promptly interview and secure statements from all participants in, and witnesses to the alleged incident. He/she may review personnel or other records relevant to the complaint. After completion of the investigation, the investigator shall provide to the City Attorney a written report including a description of the complaint, a summary of the interviews and a copy

of all documents reviewed. The investigator, in consultation with the City Attorney, shall reach a conclusion as to whether sexual harassment has occurred with a statement of supporting rationale.

If the charge is substantiated, the accused harasser's supervisor and/or Department Head shall, after consultation with the City Administrator and the City Attorney, determine the appropriate level of discipline, up to and including termination. A document describing the level of discipline and a brief statement of the reason for the discipline shall be placed in the accused employee's personnel file. All other documents regarding substantiated and unsubstantiated charges shall not be placed in personnel files, but shall be maintained by the City Administrator in a confidential EEO file established expressly for retaining complaints of harassment against employees along with a copy of the entire investigation file.

The City will, to the extent possible, treat the matter with the degree of confidentiality that is appropriate under the circumstances.

**e. City Does Not Tolerate Retaliation**

The City will not tolerate retaliation against any employee for complaining about harassment or discrimination or providing information in connection with any complaint. The City wants and encourages its employees to report any potential harassment or discrimination. Employees are required to cooperate with the City during any investigation of harassment or discrimination by providing information about any matters under investigation.

## **CHAPTER 2. CODE OF CONDUCT**

### **Section 2.1 Code of Conduct**

#### **a. Statement of Policy**

Elected and appointed officials and employees of the City have a special obligation to maintain the integrity and reputation of the City. These individuals are responsible for supervising and controlling the operation of the City and for assuring that the affairs of the City are administered fairly and impartially. To assure the proper performance of the City's business and the maintenance of public confidence in the City, it is essential that these individuals adhere to high ethical standards of conduct and avoid actions that might impair the effectiveness of the City's operations or in any way tend to discredit the City. Therefore, these individuals should be guided by the following principals:

- (1) All citizens shall be provided fair and equal access to and treatment by the City without any appearance or element of discrimination or favor or consideration of any special interest.
- (2) All official actions taken in the performance of City duties or responsibilities shall be directed to the service of the public interest and the protection of the public trust without any regard for personal achievement, aggrandizement, or personal benefit.
- (3) All persons who act for or represent the City shall adhere to the highest standards of ethical conduct in the performance of their official duties to the end that the public trust is never violated nor their power abused.
- (4) The policies and procedures for the operation of City government shall provide for efficient and cost-effective service that is responsive to the public interest and that will preserve and promote confidence in government and the integrity of its members.

#### **b. Persons Covered**

This Code of Ethics for the City shall apply to all persons who are elected or appointed officials of the City; to all persons appointed or hired as employees of the City, including its departments, whether temporary or permanent, whether full-time or part-time; and to all persons appointed to any position, board, or commission, whether compensated or not. Such individuals shall be referred to in this Code of Conduct as a "Covered Person".

#### **c. Ethical Standards**

It shall be the duty of all Covered Persons to observe the highest ethical principles in all official actions, whether specifically noted or mandated in this Code, and to refrain from any course of conduct in which might result in, or create the appearance of, a violation of the following ethical standards.

A Covered Person shall:

- (1) Seek to find and employ more efficient and economical ways to provide services and devote his/her full attention and efforts to the performance of his/her duties;
- (2) Treat each citizen fairly and equally with courtesy and respect and never discriminate unfairly by dispensing special favors or privileges to anyone, whether for remuneration or not; and never accept for himself/herself or family, favors or benefits under circumstances that might give the appearance to a reasonable person as influencing the performance of his/her City duties;
- (3) Refrain from making any promise, the performance of which would require him/her to act beyond the proper scope of the duties of his/her office or to act in a manner which would or could compromise the integrity of his/her public office;
- (4) Never engage in any business with the City, either directly or indirectly, which is inconsistent with the conscientious performance of his/her City duties;
- (5) Never use any information coming to him/her confidentially in the performance of governmental duties as a means for making a private profit or gaining benefits for himself/herself or others; and never reveal any information made known to him/her through his/her public office which is by law confidential or a protected right of privacy or where revealing the information could affect the rights of any citizen;
- (6) Always safeguard the public trust and never use or allow the use of City property or funds for private purposes, for purposes other than those authorized or permitted, or for purposes which could mislead the citizens or damage the confidence and reputation of this City;
- (7) At all times display the highest level of integrity in performing his/her duties and never knowingly or recklessly mislead or allow others to mislead the public or other City officials or fail to disclose or report to an appropriate official violations of this Code of Conduct wherever discovered;
- (8) Avoid the appearance of improper influence and refrain from ever receiving, soliciting, or accepting gifts, gratuities, favors, or anything of value for himself/herself, his/her family, or others, which is intended to influence or has the appearance or effect of influencing the performance of his/her duties; and never himself/herself lobby or attempt to influence others in the performance of their duties by any means which are not a part of his/her authorized duties;



- (9) Never allow his/her judgment to be compromised by any person, family, or business interest not a part of the City service and never act upon any matter in which he/she, his/her family, or his/her business has or may have any financial or beneficial interest; and always declare and disclose the full nature and extent of any personal, family, or business interests in any matter related to City actions or duties;
- (10) Stand as a representative of the City and the public trust and never intentionally act outside the scope of his/her authority in that representation, nor allow himself/herself to be perceived as acting on behalf of the public or City when, in fact, he/she is not.

**d. Gifts and Gratuities**

For the purposes of this ordinance, a gift or gratuity shall mean any item of value, whether in the form of money, services, a loan, travel, entertainment, hospitality, a promise, a favor, or tangible objects. A Covered Person shall not:

- (1) Solicit any gift or gratuity for any purpose related to his/her official duties or other City business or operations;
- (2) Accept any gift or gratuity for the performance of City duties, other than appropriate political or charitable contributions or any honor or award presented by an appropriate governmental, professional, or fraternal organization;
- (3) Accept any gift or gratuity under circumstances that a reasonable person would question or circumstances where the giver would have reason to expect something in return.

**e. Disclosure of Gifts and Gratuities**

A Covered Person shall file a disclosure statement with the City Clerk within two weeks after the receipt of any gift or gratuity, regardless of value, from a person or entity that (i) sells goods and/or service to the City or (ii) has or is reasonably expected to have a matter before the City for a decision. The disclosure statement shall describe the unsolicited gift or gratuity received, identify the person giving the gift or gratuity, list the gift's or gratuity's fair market value and give the date on which the gift or gratuity was received.

**f. Exclusion**

The restrictions of the receipt of gifts and gratuities and the requirement to disclose gifts and gratuities shall not apply to any item, regardless of value, that is kept on City premises and used exclusively on City business. An unreported gift or gratuity that ceases to be both kept on City premises and used exclusively on City business shall be reported in accordance with paragraph five (5) above by both the individual receiving such item and the individual releasing the item from City control. In addition to the disclosure required by paragraph five (5) above, the report shall describe the disposition of such item including the name of the recipient of the item.

**g. Financial or Business Interests**

A financial or business interest shall include any interest that would directly or indirectly provide a monetary or other material benefit to the Covered Person or any member of his/her immediate family. A financial or business interest shall include an interest that provides a direct financial remuneration to the Covered Person or to any member of his/her immediate family in an aggregate amount of five hundred dollars (\$500.00) or more in any year or an ownership interest in any business entity which exceeds five percent (5%) of the total ownership. A financial or business interest shall not include the ownership of shares or stock of a business entity whose shares are registered pursuant to the Securities Exchange Act of 1934.

**h. Disclosure of Financial or Business Interests**

A Covered Person shall always fully and publicly disclose any financial or business interests or other beneficial interests that the Covered Person has or may have in any contract, legislative action, formal decision, or City ruling or determination whenever the Covered Person will or may participate in any manner in the discussion, deliberation, decision, or administration of the matter.

**i. Restriction of Participation**

A Covered Person shall refrain from participation in any selection process, contract negotiation, or purchase of goods or services where the Covered Person or his/her immediate family member or business association has a financial interest in the award, selection, or contract. A Covered Person shall not engage in or have financial interest in any business providing goods or services to the City except when the goods or services are provided through the formal competitive bid process and then only upon full disclosure to all appropriate officials of the financial interest.

**j. Conflict of Interest**

A conflict of interest includes any circumstances under which a Covered Person has a direct personal interest, other than the diligent performance of his/her official duties, in the result or outcome of any governmental action for which the Covered Person has, in whole or in part, any discretionary authority or responsibility. It is not limited to financial interest, but may include other interests such as personal friendships, family relations, or other associations with groups or persons. A Covered Person should always avoid even the appearance of such conflicts by full and public disclosure of such interests to appropriate City officials and, where practical, by abstaining from participation in any form in his/her performance or exercise of the official discretionary action.

## **CHAPTER 3. EMPLOYEE BENEFITS**

### **Introduction to Benefits**

The City has established a variety of time-off benefits to allow eligible employees time off for relaxation, to perform civic duties, or to care for the employee's own health needs or those of a family member. In addition, the City offers eligible employees the opportunity for educational growth and advancement. The City also sponsors health and life insurance benefits and a retirement plan for eligible employees.

**Eligible Employees** — With respect to each benefit, “Eligible Employees” shall include all full-time permanent employees and those part-time employees designated by the City Council as being eligible for such benefit.

The City reserves the right to change or terminate any of these benefits or to require employee contributions toward the cost of any benefits at the City's discretion.

All policy statements in this Employee Handbook that describe various insurance benefits, retirement, and pension plans are merely brief summaries of the plans. Details of each plan and of your rights and opportunities under the plan are contained in individual plan summary booklets or documents. These booklets or documents are provided to employees who participate in the plans.

If any statement in this Handbook or in a plan summary booklet or document is in conflict with an official plan document, the official plan document will control.

### **Section 3.1 Health Insurance Coverage**

The City makes a major medical health insurance program available to all eligible employees. The City may provide the premium or portion thereof for eligible employees and their specified dependents for medical expense insurance as provided under a group insurance plan designated by the City Council from time to time.

Current health insurance rates and additional information is available from the City Clerk's office.

### **Section 3.2 Life Insurance Coverage**

The City provides a life insurance policy to all eligible employees. The total amount of coverage provided to eligible employees under the policy does not exceed an amount that would have tax consequences for eligible City employees. The City pays one-hundred percent (100%) of the cost of the premium. Information regarding the current amount of coverage is available from the City Clerk's office.

### **Section 3.3 Dental & Vision Insurance Coverage**

The City may provide the premium or portion thereof for eligible employees and their specified dependents for dental and vision expense insurance as provided under a group insurance plan

designated by the City Council from time to time. Current dental and vision insurance rates and additional information are available from the City Clerk's office.

### **Section 3.4 Employee Assistance Program (EAP)**

The City offers an employee assistance program (EAP) for all eligible employees. The employee assistance program is a short-term counseling service that can help employees and their families with an array of issues. The Program is voluntary, completely confidential, and is provided at no charge to eligible City employees. Additional information is available in the City Clerk's Office. Posters promoting the Program are posted at City Hall.

### **Section 3.5 Kansas Public Employees Retirement System (Non-commissioned Employees)**

All City employees in a "covered" position are members of the Kansas Public Employees Retirement System (KPERs) and receive benefits thereof in accordance with state laws and guidelines. "Covered" means the position is eligible for KPERs benefits under applicable Kansas law. Under current law, KPERs members contribute a percentage of salary, by payroll deduction. The employer's share is determined by KPERs and varies annually.

### **Section 3.6 Kansas Police and Fireman Retirement Plan (Commissioned Employees)**

Kansas Police and Fireman Retirement Plan (KP&F) is a plan of retirement, disability, and survivor benefits provided for Kansas Police and Fire public servants. The plan is operated by KPERs. Under current law, KP&F members contribute a percentage of salary, by payroll deduction. The employer's share is determined by KPERs and varies annually.

### **Section 3.7 Deferred Compensation Plan (457 Plan)**

The City provides a deferred compensation retirement plan to supplement the KPERs/KP&F Retirement Plans. Only employees in KPERs/KP&F covered positions are eligible for this benefit. The plan is voluntary and pre-tax contributions are made through payroll deduction.

Additional information regarding the Deferred Compensation Plan is available from the City Clerk's office.

### **Section 3.8 Defined Contribution Plan (401A Plan)**

The City provides a defined contribution retirement plan to further supplement its employee's retirement. Only employees in KPERs/KP&F covered positions are eligible for this benefit.

The City may make contributions to this plan in such amount as the City Council determines on an annual basis. Any such contribution is distributed into the accounts of participating employees in proportion to the employee's contribution to the 457 plan. Employees are eligible for this benefit after six (6) months of continued employment with the City and must be eighteen (18) years of age.

Funds are generally not available until the employee retires or terminates employment with the City. For additional information, contact the City Administrator's office.

### **Section 3.9 Unemployment**

The benefits of unemployment insurance apply to all employees of the City. Employees will be subject to all the laws and rules governing unemployment insurance coverage. Claims for unemployment may be filed with the Kansas Department of Human Resources, Division of Employment.

### **Section 3.10 Educational Reimbursement Policy**

#### **a. Purpose**

The purpose of this policy is to encourage City employees to obtain further knowledge that will enable them to perform their present jobs more effectively.

#### **b. Eligibility**

After completing six (6) months of continuous full-time employment, a full-time active employee having a satisfactory overall performance rating at the time reimbursement is requested is eligible for the benefits provided by this policy. Reimbursement will not be given for course work begun before eligibility requirements are satisfied unless the completion of a class is a condition of employment.

#### **c. Provisions for Reimbursement**

The employee's immediate supervisor and City Administrator have joint responsibility for approving reimbursement and confirming that such educational programming or training is directly related to the employee's current position.

If an employee transfers previously reimbursed credits to a new institution and the credits cannot be used to satisfy the new institution's educational requirements, the City will not approve reimbursement for the employee to repeat a course.

When an employee takes a job-related course, the City will reimburse the employee for the full cost of tuition and required fees and text books, up to a maximum amount of one thousand dollars (\$1,000) per course, upon successful completion of the course.

For the purpose of this policy, examples of "required fees" include application, book-keeping, commencement, enrollment, matriculation, building, and laboratory. Required fees do not include optional or penalty fees such as student activity, late registration, or any fee associated with transferring credits between schools or receiving credits by substituting work experience for course work.

For purposes of this policy, "successful completion" of a course is defined as completing the course with a minimum grade of "C" or in the case of courses graded "pass/fail," with a grade of "pass".

**d. Taxation of Education Reimbursements**

Educational assistance may be considered taxable income depending on the rules made by Congress. As of January 2018 an employee does not have to report up to five thousand two hundred fifty dollars (\$5,250) per year of benefits provided through an employer's educational assistance plan. The payments may be for either undergraduate- or graduate-level courses. Courses involving sports, games, or hobbies do not qualify for the exclusion unless they: 1) have a reasonable relationship to the business of the City, or 2) are required as part of a degree program.

**e. Duplication of Payments**

In the event an employee receives other financial assistance for a course (such as veterans benefits, scholarships, etc.), reimbursement is limited to the difference between such other payments and the full cost of tuition, required fees, and textbooks. This only applies if the employee does not have to repay the lender of the other financial assistance.

**f. Repayment Provisions**

An employee who terminates employment within six months after completion of a course must reimburse the City for any payments made by the City for that course.

**Section 3.11 Vacation**

All eligible employees receive paid vacation as follows:

- Upon completion of all applicable pre-employment requirements, the employee will receive forty (40) hours of paid vacation on the first day of employment.
- Upon completion of six (6) months of employment, the employee will receive forty (40) hours of paid vacation.
- Upon completion of twelve (12) months of employment, on the employee's first anniversary, the employee will receive an additional eighty (80) hours of paid vacation.
- Thereafter, the employee will receive 80 hours of vacation on his/her anniversary date. Beginning on the fifth (5<sup>th</sup>) anniversary date and on each subsequent anniversary date, the employee will receive 120 hours of vacation. Beginning on the tenth (10<sup>th</sup>) anniversary date and each anniversary date that follows, the employee will receive 160 hours of vacation.

Eligible employees who are classified as part time receive a proportional amount of vacation determined by prorating the number of hours such employee is scheduled to work per week in relation to a regular full-time schedule. Like full-time employees, part-time employees accrue vacation: (1) upon completion of all applicable pre-employment requirements, (2) upon completion of six (6) months of employment, and (3) on each anniversary of that employee's employment. If an employee has a break in service of six (6) months (180 days) or more, any prior service shall be disregarded.

Vacation is used in the order in which it is received. Eligible employees will be allowed to carry forward any unused hours up to a maximum of what was received on the previous anniversary date. All other hours will be forfeited. Vacation will be scheduled in advance and is subject to the discretion of the Department Director.

This vacation policy is effective as of January 1, 2018. Any earned but unused vacation that is eligible to be carried forward to the next year under the vacation policy in effect on December 31, 2017, will be converted to vacation under this policy. Prior to January 1, 2012, employees were able to carry forward vacation without limitation. Any earned but unused vacation hours prior to January 1, 2012 remain available for use.

An employee whose employment is terminated, no matter the basis for termination, will be paid for accrued but unused vacation.

### **Section 3.12 Observed Holidays**

Each year the City Council approves the observed holiday list for the following year. This list includes observation of eleven (11) holidays plus three additional days.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Fourth Friday in November
Christmas Day	December 25

In the event that one of the above designated holidays falls on a weekend, the City Council shall designate either the Friday preceding or the Monday following the designated holiday as the day on which the holiday will be observed by those departments that do not routinely have employees scheduled to work on that weekend.

One of the additional three days is for the personal observance of an employee's birthday.

The remaining two additional days may be either assigned to specific dates or designated as personal days. Employees commencing employment after July 1 will be limited to one such personal day (plus their birthday, if applicable) in the calendar year that their employment commences. A personal day shall be a period of eight paid hours.

Non-exempt employees who are required to work on a designated holiday may elect to receive either 1.5 times his/her regular rate of pay for the time actually worked or compensatory time off with pay at the rate of 1.5 hours for each hour worked. Non-exempt employees who, because of their regular shift schedule, would not have worked on a designated holiday had it been a regular

work day will be allowed a floater holiday of equal duration to a regular shift in effect on the specific holiday. Non-exempt employees who, because of their regular shift schedule, would not have worked on a designated holiday had it been a regular work day, but are required to work on an emergency basis will be compensated for the time actually worked as described above and will have their floater holiday reduced by the amount of time actually worked.

As with vacation days, scheduling of all employees' personal days and floater holidays is subject to the discretion of the Department Director. Personal days must be taken in the calendar year they are given. Effective January 1, 2018, a floater holiday must be taken in the order in which it is earned and must be taken following the holiday to which it applies and prior to the later of the last day of the calendar year or the 90<sup>th</sup> day following the holiday to which it applies.

### **Section 3.13 Time in Service Award**

Beginning January 1, 2022, the City will begin a pilot program providing monetary awards for specified length of service. The pilot program is planned to be three years in length, concluding on December 31, 2024, but it may be shortened or extended in the sole discretion of the City. Following the initial pilot period, the Governing Body may elect to continue offering the benefit, modify the benefit or cease offering the benefit at their discretion similar to other benefits offered by the City.

For every three years of completed service, eligible employees may receive a Time in Service Award equal to 5% of their current salary at the conclusion of the payroll period in which their anniversary date occurs. Employees who are on disciplinary probation at the time of their anniversary may receive a reduced award or no award at the discretion of the City Administrator, in consultation with the Mayor.

Awards under this program are retroactive to January 1, 2019, three years prior to the effective date of the pilot program, such that Time in Service awards will begin in 2022. For purposes of this program, employee service prior to 2019 will be excluded.

### **Section 3.14 Fitness and Wellness PTO Policy**

The City recognizes the importance of establishing good health and well-being habits and the positive impact such habits can have on work performance and productivity. As such, the City is establishing the Fitness and Wellness PTO Policy as a pilot program offering all eligible employees one hour each workweek during the employee's regularly scheduled work hours to participate in approved fitness and wellness activities at the City's on-site fitness facilities, or as otherwise approved by the employee's manager. The pilot program will begin effective July 12, 2022 continuing through June 30, 2023 or as otherwise decided by the City in its sole discretion.

Fitness activities generally include physical exercise, including walking, running, cycling, strength training, cross training, yoga, pilates, etc. Except for walking, running, or cycling, which activities can occur off City Hall grounds, all other exercise activities must take place in the City's on-site fitness facilities, unless otherwise approved by the employee's manager. All employees using the City's fitness facility will be required to sign a waiver of liability prior to first use. Wellness activities generally include non-exercise activities that promote overall health and well-being, including nutrition counseling, financial planning or counseling, therapy sessions with a certified



therapist, stress management classes, etc. If any well-being activities require a financial commitment, i.e. classes, counseling, or therapy sessions, such financial commitment is the sole responsibility of the employee, unless the well-being activity is utilized through the City's EAP program. Well-being activities, and the terms and conditions surrounding such, must be approved by the employee's manager in advance. Nothing in this policy shall interfere with the employee's duties or responsibilities, and employees are expected to continue to meet performance expectations; failure to do so may result in loss of privileges under this policy or limitations on when and how PTO under this policy may be used.

Employees using the on-site fitness facilities must use the equipment in a safe and reasonable manner and in a manner consistent with the intended use of the equipment. Failure to use the fitness facilities in a safe and reasonable manner, or abuse of this policy, will result in discipline, up to and including termination, and potentially including denial of PTO under this policy.

To qualify for PTO under this policy, the employee must submit a request to the employee's manager indicating the activity(ies) in which the employee plans to engage as well as the day of week and time. If the request is denied by the manager, the employee and manager must work together to see if there is a mutually agreeable modification that allows the employee to utilize PTO under this policy in a manner that does not interfere with the employee's job duties.

## **CHAPTER 4. ACCOMMODATION, SALARY CONTINUATION, AND OTHER LEAVE**

### **Section 4.1 Disability Accommodation**

#### **Commitment to Equal Employment Opportunities**

The City complies with the Americans with Disabilities Act, as amended (ADA), and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the City will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

#### **Requesting a Reasonable Accommodation**

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the City Administrator. You may make the request orally or in writing. The City encourages employees to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request, the City will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The City encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the City is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the City.

#### **Medical Information**

If your disability or need for accommodation is not obvious, the City may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, the City may require that you see a health care professional of the City's choosing, at the City's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied.

The City will keep confidential any medical information that it obtains in connection with your request for a reasonable accommodation.

## **Determinations**

The City makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

The City strives to make determinations on reasonable accommodation requests expeditiously, and will inform the individual once a determination has been made. If you have any questions about a reasonable accommodation request you made, please contact the City Administrator.

## **No Retaliation**

Individuals will not be retaliated against for requesting an accommodation in good faith. The City expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting an accommodation in good faith.

The City is committed to enforcing this policy and prohibiting retaliation against employees and applicants who request an accommodation in good faith. However, the effectiveness of our efforts depends largely on individuals telling us about inappropriate workplace conduct. If employees or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to the City Administrator. If employees do not report retaliatory conduct, the City may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

If you have any questions regarding this policy or questions about disability accommodations that are not addressed in this policy, please contact the City Administrator.

## **Section 4.2 Lactation Breaks**

Breastfeeding employees are allowed to breastfeed or express milk during work hours using their normal breaks and meal times. If the breastfeeding employee needs additional time beyond the employee's usual break times, the employee should notify her immediate supervisor to request this time in advance. The City reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

The City will provide a room (not a restroom or toilet stall) or other location in close proximity to the employee's work area for the employee to breastfeed or lactate in private.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact the City Administrator.

## **Section 4.3 Salary Continuation**

Full-time regular employees unable to perform their duties may be granted a salary continuance as follows:

Continuation of salary may be authorized for eligible employees when they are unable to perform their duties for any reason covered by Family and Medical Leave (See section 4.9).

Such continuation of salary for eligible employees in the various functional units of the City's operations may be authorized by the Department Head who has been duly assigned direct supervisory responsibility for that functional unit, at the rate of one hundred percent (100%) of the employee's base compensation for up to twenty-four (24) hours per occurrence. The City Administrator may authorize a continuation of salary for an additional fifty-six (56) hours per occurrence. Further salary continuation may be recommended to and authorized by the Mayor, in consultation with the City Administrator, upon finding that extraordinary circumstances exist that require the employee to be absent from work for more than eighty hours per occurrence. Such additional salary continuation shall be at such rate, for such term and subject to such terms and conditions as shall be determined by the City Administrator and Mayor. Cumulative salary continuation of greater than 160 hours in a calendar year (regardless of the number of occurrences) must be authorized by the Mayor, in consultation with the City Administrator.

The City reserves the right to request a "fitness for Duty" report from a doctor of its choice at its own expense, in the event an employee returns to work but is unable to perform any or all essential functions of his or her position. If a back-to-back illness, injury, or disability occurs which results in a short-term disability claim and the short term disability provider determines the illnesses, injuries, or disabilities constitute one continuous claim, only one salary continuation will be provided to the employee by the City.

#### **Section 4.4 Short Term Disability**

The City may provide a short-term disability insurance policy through a third-party that covers all full-time employees. Benefits under the Short Term Disability insurance policy would take effect on the date prescribed in that policy. The City pays one-hundred percent (100%) of the cost of the short term disability insurance premium for all full-time employees.

If an employee suffers an injury or illness that is expected to prevent the employee from returning to work prior to the end of the elimination period of the Short Term Disability policy, documentation must be provided to the Administration Department so the Short Term Disability carrier can be put on notice.

The Short Term Disability policy pays a specified percentage of an employee's gross salary and provides a non-taxable benefit of that amount, but not exceeding a specified maximum amount per week lasting for a period ending one hundred eighty (180) days following the commencement of the disability. If this does not make an employee one-hundred percent (100%) whole for net salary (based on a standard forty (40) hour-work week and an employee's withholdings and deductions at the time of the incident) the City will pay a gross amount necessary to produce a net amount equal to the difference between the employee's normal net salary and the Short Term Disability insurance benefit plus any amounts that the employee pays through deductions for health insurance premiums and for any voluntary dental, vision and supplemental policy premiums. Specific information regarding the terms of the current short term disability insurance policy is available from the office of the City Clerk

While on Short Term Disability, employees do not accrue compensatory time unless subpoenaed to testify on the City's behalf. In this case, the employee shall accrue compensatory time equal to the number of hours spent testifying.

If an employee has health insurance coverage through the City, the employee remains responsible for the employee's portion of the premium. The employee will also remain responsible for any voluntary dental, vision and supplemental policy premiums.

At the conclusion of the Short Term Disability coverage, the employee may use any remaining vacation or compensatory time. The employee will not accrue compensatory time during this period.

Employees should refer to the KPERS/KP&F Long Term Disability policies for disability benefits extending beyond what is set forth in this policy.

#### **Section 4.5 Absence Without Leave**

Unless physically unable to do so, employees must contact their supervisor within one (1) hour of the beginning of their shift if they are unable to report for duty and have not previously scheduled leave for that shift. An employee who does not report for work or contact his or her supervisor within three (3) working days will be considered to have resigned. The employee will be eligible for reinstatement only if it is later determined that extenuating circumstances prevented the employee from contacting his or her supervisor regarding the absence.

Employees who have resigned due to absence without leave are eligible to continue their health insurance coverage through COBRA.

#### **Section 4.6 Military Leave**

The City recognizes and adheres to all applicable state and federal laws regarding leaves for uniformed service to the State of Kansas as well as the United States. Any employee who needs time off for uniformed service is to immediately notify his or her supervisor and the City Administrator who will provide an explanation to the employee of his or her re-employment rights under K.S.A. 48-517 (governing members of the Kansas National Guard, Kansas Air National Guard, and the Kansas State Guard that are called or ordered to duty) and 38 U.S.C. 4301 et seq., the Uniformed Services Employment and Reemployment Rights Act (USERRA) covering persons performing duty, voluntarily and/or involuntarily in the U.S. Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, and Public Health Service commissioned corps.

#### **Section 4.7 Civil Leave**

If a full-time employee is summoned to serve jury duty on a scheduled workday, the employee will make arrangements with his or her supervisor to comply with the order. The employee shall pay to the City the amount the employee receives for such service (except expense reimbursement) and the City will pay the employee his or her regular pay based on his or her normal work schedule.

Employees who are required to make a court appearance in an official capacity in connection with City business will be considered on duty and will be paid accordingly. An employee subpoenaed to appear as a witness in a non-City related case as a plaintiff, defendant, or witness in any action not related to City duties may take leave without pay unless he or she elects to utilize any accumulated vacation or compensatory leave.

The City encourages you to vote. You are entitled to paid leave to vote in a county election in the county in which you reside for a period of time up to two consecutive hours between the time of opening and closing of polls. Your supervisor is responsible for specifying when you can leave work to vote. If the polls are open before or after you are scheduled to be at work, please check with your supervisor about the time allowed to be away from work.

#### **Section 4.8 Bereavement Leave**

In the unfortunate event of a death in the family, the City will grant a leave of absence, with pay, for up to three (3) working days. For purposes of this policy, family is defined as a spouse, child (including adopted, foster, and step children), parent, step-parent, parent-in-law, step-parent-in-law, sibling, sibling-in-law, step-sibling-in-law, grandparent, grandparent-in-law, grandchild or any blood relative of the employee or employee's spouse residing in the employee's home at the time of death. The City may grant a leave of absence, with pay, for one (1) day for all other family members. Employees should secure approval from their supervisor for the absence at the earliest appropriate time. The actual number of bereavement leave days will depend on the circumstances, and there may be instances in which the City will request verification before approving the paid time off from work.

#### **Section 4.9 Family and Medical Leave**

The City realizes that employees occasionally need to take time away from work to care for important family and medical needs. This policy is designed to meet those needs in a manner that is beneficial to employees, their families, and the City. It also represents the intent of the City to comply with the requirements and purposes of the Family and Medical Leave Act of 1993 ("FMLA").

For the purposes of this policy, family member is defined as a spouse, child (including adopted, foster and step children) parent, step-parent, parent-in-law, step-parent-in-law, or any blood relative of the employee or employee's spouse residing in the employee's home at the time of death

Reason for leave: eligible employees may be entitled to take a leave of absence for the following reasons:

- the birth of a child, or the placement in your home of a child for adoption or for foster care ("new child leave");
- the need to care for a family member who has a serious health condition ("family medical leave");
- a serious health condition that prohibits you from performing essential functions of your employment position ("employee medical leave");

- a qualifying exigency arising out of the fact that a family member is on active duty or called to active duty status in a foreign country ("military family leave"); or
- the need to care for a family member who is a covered service member or veteran and has a serious injury or illness ("military caregiver leave").
- up to three (3) consecutive days because of a health or medical condition, illness or injury of the employee or a member of the employee's family.
- up to four (4) hours per occurrence for office visits to doctors, dental appointments, and eye exams for the employee, or a member of the employee's family.

Eligibility: to be eligible for a leave of absence under this policy, you must be qualified to receive FML leave as provided above and

- be employed by the City in a full-time position; or
- have been employed by the City for at least 12 months and have worked at least 1,250 hours during the previous 12 months.

Amounts of leave: if you are an eligible employee, you may take up to twelve (12) weeks of leave during a 12-month calendar year period for qualifying situations or up to twenty-six (26) weeks of leave during a 12-month calendar year period for military caregiver leave. A request for a leave of absence generally will not be approved if you have already used 12 weeks of leave under this policy during the current calendar year. However, if you qualify for military caregiver leave, you are eligible for a combined total of 26 weeks of leave for any qualifying reasons listed above during the single 12-month calendar year period. Up to 12 of the 26 weeks may be for a qualifying reason listed above other than military caregiver leave. Different rules may apply when both spouses work for the City. Please consult your supervisor if this applies to your situation.

Compensation during leave: leaves of absence under this policy are generally without pay. However, salary continuation may be approved as provided in the salary continuation policy (see Section 4.3) for all or a part of the leave period. Regardless of whether you receive salary continuation during the leave, the full amount of leave time will be counted toward the 12-week maximum FML leave available in a 12-month period.

In addition, if the need for a leave of absence under this policy was occasioned by a work-related injury or occupational illness that qualifies as an injury/illness under the workers' compensation system, all leave taken related to the injury/illness will also be counted toward the 12-week maximum FML leave available in a 12-month period.

Health insurance during leave: during any leave under this policy, you will continue to be covered by the City's group health insurance plan so long as you satisfy the requirements of this policy and the insurance plan.

- A. You pay your portion: during a leave, you are responsible to pay your portion of the insurance premium as though you continued in active employment. All premiums should be submitted to the payroll department. You may pay for your share of the premium before you take the leave, and you are required to pay it no later than 30 days after it would be due if you were actively employed.

- B. Not returning to employment: coverage may stop if the City learns and verifies that you do not intend to return to your employment or if you do not return to your employment. In these cases, the City may request you to reimburse it for any premiums it has paid on your behalf during the leave unless the reason you did not return was because of a continued serious health condition or for other reasons beyond your control as identified in the FMLA.
- C. Failure to comply: if you fail to comply with these requirements, including paying your portion of the insurance premium, your insurance coverage may lapse. Should the City make any payments on your behalf that you are personally responsible for paying, the City may request you to reimburse it for those premiums.

### Notifying the City

- A. Foreseeable events: The City requests that you complete and submit an application form at least 30 days in advance of foreseeable leaves, such as leaves for planned medical treatment or for your child's birth. An application form is available from the Administration Department.
- B. Unforeseeable events: For unforeseen events, such as accidental injury causing a serious health condition, premature birth, or a sudden change in your health, the City requests that you notify it of your need for leave as soon as it is possible and practical to do so (preferably by submitting the application, but at least orally). You can generally notify the City of an unforeseen leave within one or two business days of when you find out you will need the leave. For unforeseeable leaves, the City requests that you submit the application form as soon as practicable even if you have provided oral notification.
- C. Failure to comply: failure to follow these practices may result in delay or denial of your leave. In the case of foreseeable leaves, the City may delay your leave for up to 30 days from the date you notify the City of your need to take a leave of absence.

Certification of serious health condition: if you are requesting a family medical leave, an employee medical leave, or a military caregiver leave, you must provide a certification of physician or practitioner to verify the serious health condition causing the need for a leave of absence or a copy of an Invitational Travel Order or Authorization for a covered servicemember. The certification forms are available from the City Administrator. The certification must be completed by a qualified health care provider. If you have a question about who is qualified as a health care provider, please contact the City Administrator.

- A. Definition of serious health condition: Except as provided above, FML leave will not be granted for a health condition unless it is for an illness, injury, impairment, physical or mental condition that involves one or more of the following:
  - in-patient care;
  - a period of incapacity requiring more than three calendar days of absence from work or similar daily activities, and the individual receives continuing treatment by a health care provider;



- a chronic or long-term condition that is so serious that if it were not treated it would result in more than three calendar days of absence and you receive continuing treatment by health care provider; or
- prenatal care;
- an injury or illness incurred by a covered servicemember in the line of duty on active duty that may cause the servicemember to be medically unfit to perform the duties of his or her office, grade, rank, or rating or that existed before a covered servicemember's active duty and was aggravated by service in the line of duty on active duty; or
- injury or illness incurred by a covered veteran in the line of duty on active duty in the armed forces that may cause the servicemember to be medically unfit to perform the duties of his or her office, grade, rank, or rating or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:
  - (1) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - (2) a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; or
  - (3) a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
  - (4) an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

B. Timing of certification: The City may request that you submit the certification with your application form for a leave of absence. In no event should the certification be submitted later than 15 days following your request for a leave. After you turn in the certification from your health care provider, the City may still request you to see another health care provider at its expense (and possibly a third one, if the first two medical opinions are inconsistent). In the case of a covered servicemember, an employer may only request a second or third opinion when a certification is provided by a non-military affiliated health care provider. The City reserves the right to request periodical additional certification during the term of a leave of absence.

C. Genetic information: The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits the City from requesting or requiring your genetic information

or that of your family members. "Genetic information" includes your family's medical history, the results of your or a family member's genetic tests, the fact that you or a family member sought or received genetic services, genetic information of a fetus carried by you or a family member, and genetic information of an embryo lawfully held by you or a family member receiving assistive reproductive services.

- D. Inability to perform job is requirement for employee medical leave: you may qualify for an employee medical leave only if the medical certification states that you are not able to perform the essential functions of your employment position.
- E. Medical necessity for family medical leave: you may qualify for a family medical leave only if the certification states that you are needed to care for your family member.
- F. Failure to comply: if you fail to follow these guidelines or if you falsify any information related to the medical certification, your leave may be delayed or denied and discipline, up to and including discharge, may result.

Return to work after employee medical leave: when you return from an employee medical leave of more than three (3) days, the City may require you to provide certification that you are able to resume working. Prior to returning to work, you should contact your supervisor to submit your medical clearance to return to work and to determine when you should report for duty. Failure to follow these procedures may result in delay when you are ready to come back to work or discipline, up to and including termination.

Restrictions on new child leave: new child leave must be taken within twelve (12) months of the child's birth or placement. New child leave must be taken at one time unless you have made special arrangements with the City to take the leave in a different manner, which must be verified in writing and signed by the City Administrator. If both spouses work for the City, they will be entitled to a total of twelve (12) weeks combined leave rather than twelve (12) weeks each.

Intermittent or reduced schedule leave: if and only if it is medically necessary, family medical leave or employee medical leave may be taken on an intermittent or reduced schedule basis. Intermittent or reduced schedule leave will be counted on an hour-by-hour basis to apply toward the 12-week maximum per twelve months.

- A. Additional requirements: as noted on the application form, you must explain the medical reason for an intermittent or reduced schedule leave and you must support your reason with the appropriate medical certification. Furthermore, you must inform the City about your anticipated treatment schedule and the reasons for your proposed schedule.
- B. Alternative position or schedule: The City may require you to work in a different position or on a different schedule during the period of an intermittent or reduced schedule leave to better accommodate the necessities of your schedule. The alternative position will have the same pay and benefits as the position you held prior to the commencement of the leave.

Requirement to minimize disruption for planned medical treatments: for all leaves involving planned medical treatments, including intermittent and reduced schedule leaves, you are obligated to plan for treatments so that they will cause the least disruption to the City's operations. Your earliest possible notice to the City and your flexibility in scheduling will assist to make certain that minimal disruption occurs.

Restoration of same or equivalent position: when you return from an FMLA leave under this policy, you will be returned to the same or an equivalent position unless you have been notified prior to your leave request that you are a "key employee." You will not lose any seniority or benefits because of your leave.

If your FMLA leave exceeds 12 weeks within a calendar year, you may not be guaranteed a job upon return from the leave, unless otherwise required by law. Use of an FML leave shall not insulate you from: (1) disciplinary actions based on conduct that occurred prior to going on leave; or (2) transfer among positions if such transfer was planned prior to your requesting FML leave and is not based on the fact that a leave was planned. If you fail to return to work at the end of an FML leave, you will be considered to have voluntarily terminated your employment.

## **CHAPTER 5. SUBSTANCE ABUSE POLICY**

### **Section 5.1 Purpose**

The City has a public trust to provide a variety of services to the community. The City has a duty to provide those services in a safe and efficient manner. An efficient and productive work force is vital to carry out that duty and to maintain the public trust. The public has a reasonable right to expect persons employed by the City to perform their duties free from the effects of drugs, including alcohol.

Employees of the City have a reasonable right to work in a safe environment free from the effects of drug use and substance abuse. The City, as an employer, has a reasonable right to expect employees to report to work fit for duty and free from the effects of drug use and substance abuse. On-the-job impairment caused by the use of illegal or controlled substances is therefore a violation of the expectations of City employees and the public.

The City recognizes that its employees are its most valuable resources. Since physical condition will affect employee job performance, the health and safety of City employees is a serious concern. The City also recognizes that substance abuse ranks as one of the major health problems in our society. It has been amply established in scientific and medical research that a worker involved with drugs and/or alcohol is a source of danger, accidents, injuries, and even death. Therefore the City will not tolerate any drug or alcohol use which imperils the health and well-being of its employees or threatens its operations. It is because of these potential dangers and the sensitive nature of the work of the City that this policy is established.

### **Section 5.2 Scope**

This policy applies to all applicants for City employment and to all City employees. All employees required to maintain a Commercial Driver License (CDL) are also subject to the Supplement to the Substance Abuse Policy which can be found in Section 7.2 of the Employee Handbook and Policy Manual.

### **Section 5.3 Definitions**

#### **a. Alcohol**

Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in wine, beer, and distilled liquor. It is the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin, and includes synthetic ethyl alcohol.

#### **b. Drug**

Any chemical substance which produces physical, mental, emotional, or behavioral changes in the user.

**c. Drug and/or Alcohol Detection Testing and/or Detection Test**

Drug and/or alcohol testing may include, but is not limited to, urinalysis, breath analysis, and blood tests. These tests will include an initial screening assay and a confirmation assay for any positive result from an initial screening assay including, but not limited to, gas chromatography/mass spectrometry (GC/MS).

**d. Controlled and Illegal Substances**

Drugs for which the possession, sale, use, or distribution is unlawful. These include, but are not limited to, amphetamines (speed), tranquilizers (Valium, etc.), barbiturates (Phenobarbital), cocaine and all of its derivatives, marijuana, phencyclidine (PCP), methadone, propoxyphene, benzodiazepines, opiates, and hallucinogens (LSD). Illegal drugs for the purpose of this policy also include drugs that are not legally obtainable and drugs that are legally obtainable, but have been obtained illegally.

**e. Employee Assistance Program (EAP)**

A confidential program provided to serve current City employees through the City's employee benefit package. The purpose of the EAP is to help employees and members of their households deal with a wide range of personal problems. The City contracts with a local EAP provider.

**f. Equipment Handling Position**

All positions in which the employee is regularly required, as a part of his/her duties, to operate motorized heavy equipment, such as dump trucks, solid waste packer trucks, tractors, bulldozers, earth scrapers, road graders, large backhoes, front end loaders, street sweepers, tank trucks, or any other type of heavy duty self-propelled equipment, excluding automobiles and pickup trucks.

**g. Intoxicating Substance**

Any substance that produces changes in one's physical, mental or emotional state, or behavior, including but not limited to glue, paint thinner, etc.

**h. Medical Review Officers (MRO)**

A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug-testing program and evaluating medical explanations for certain drug test results. The MRO will also serve as the intake doctor for detection test samples/specimens.

**i. Possession**

Having controlled substances that are not obtained either directly from a doctor or pharmacist using a valid prescription; or having controlled substances, the possession or use of which is unlawful.

**j. Reasonable Suspicion**

An opinion, based on specific facts and reasonable inferences drawn from those facts, that an employee is under the influence of drugs or alcohol. Circumstances which can constitute a basis for making a determination that reasonable suspicion exists are described in, but are not limited to, Sections VII-5, IX and Exhibit A of this policy.

**k. Reportable Incident**

Any on-the-job or on-duty incident involving any City employee that results in bodily injury or damage to property.

**l. Safety Sensitive Position**

All positions falling within the following categories: (a) law enforcement officers; (b) lifeguards and swim/dive coaches; (c) equipment handling positions; (d) building inspectors; and (e) contract labor and seasonal staff who have prolonged direct interaction with children.

**m. Under the Influence of Alcohol**

An employee is under the influence of alcohol when, as a result of the consumption of alcohol, his or her typical work behavior is adversely affected and a subsequent detection test shows a detectable blood alcohol or breath alcohol concentration level higher than .04%.

**n. Under the Influence of Drugs or Other Intoxicating Substances**

As a result of the consumption, inhalation, injection, or any combination thereof of any alcohol, drug, or other intoxicating substance or any combination thereof, an employee's job performance is impaired to any appreciable degree and a subsequent detection test shows any detectable level of such drugs, alcohol, or other intoxicating substances.

**Section 5.4 Training For Department Heads And Other Supervisors**

Training on the proper enforcement and administration of this policy will be provided to the City's department heads and other supervisors at regular intervals; but no less than one year between intervals beginning with the adoption of this policy.

**Section 5.5 Self-Referral For Drug And Alcohol Treatment**

The City's EAP will be available to help City employees who voluntarily seek treatment for drug or alcohol problems. This EAP is capable of offering assessment, treatment, and referral services for employees with drug and alcohol problems. The City also makes available health insurance plans that may be used for this or other medical problems. It must be pointed out, however, that a drug and alcohol problem belongs to the employee and the employee is responsible for the cost of rehabilitation through his/her health insurance or other resources. Nothing in this policy is intended to imply that the City, as an employer, will pay for an employee's drug or alcohol treatment.

Employees who voluntarily request help for their alcohol or drug problem through the City's EAP may do so confidentially. Self-referral in itself will not result in a disciplinary action administered to the employee. Employees who undergo voluntary counseling or treatment, pursuant to EAP referral, must, however, meet all standards of conduct and job performance as established by this policy, the position job description, and all other City policies.

## **Section 5.6 Rules And Regulations**

To implement this policy, the following rules are established as conditions of employment with the City:

- a.** The City will not hire any applicant for a safety sensitive position who tests positive on a detection test for illegal drugs and/or alcohol. Those individuals will be prohibited from employment with the City for one year from the date of the test unless they provide certified documentation of successful completion of a substance abuse rehabilitation program.
- b.** The use, distribution, possession, or sale of drugs or controlled substances or paraphernalia relating to drugs or controlled substances at a work site, in a City vehicle, or on City property is strictly prohibited and is an adequate cause for dismissal.
- c.** The storage of an unauthorized or illegal substance in any City-owned vehicle, compartment, locker, or desk is prohibited.
- d.** No City employee is to be under the influence of alcohol or under the influence of drugs or other intoxicating substances while on duty for the City. Any City employee who is found, after testing, to have a detectable blood alcohol or breath alcohol concentration level higher than .04%, or any detectable level of drugs or other intoxicating substances in his/her urine or blood system, while on duty for the City shall be deemed to be under the influence of that intoxicating substance.
- e.** All City employees shall be subject to testing for the presence of drugs and intoxicating substances upon reasonable suspicion that the employee is under the influence of drugs or intoxicating substances while on duty. Refusal to participate in a detection test upon reasonable suspicion can be cause for dismissal.
- f.** Any City employee who is involved in a reportable incident shall be subject to an investigation. As part of the investigation, the employee shall be directed to undergo a drug or alcohol detection test if his/her department head determines that there is reasonable suspicion of drugs or intoxicating substances being a contributing cause to the incident. The purpose of the detection test will be to determine the employee's fitness for duty. Refusal to participate in such an investigation or detection test can be cause for dismissal.
- g.** Any department head, who has reasonable suspicion to believe that an employee has consumed an intoxicating substance while on duty or immediately prior thereto, including, but not limited to, the smell of alcohol on the employee's breath, may

require the employee to submit to a drug or alcohol detection test. If the detection test shows the presence of any intoxicating substance in his/her urine or blood system, the employee may be required by the department head to take leave for the remainder of the employee's shift for that day.

- h.** In the event that an employee reasonably suspects that drug and/or alcohol involvement is affecting a supervisor's job performance, the employee may go to his/her supervisor's immediate superior and report his/her concerns. There will be no retaliation permitted from the subject supervisor toward the employee who reported the concerns.
- i.** Based on the results of the investigation and drug or alcohol detection testing, the employee may be subject to disciplinary action in accordance with City policy, a mandatory rehabilitation program through the City's EAP, and/or dismissal.
- j.** If enrollment in a drug or alcohol rehabilitation program is required for continued employment, employees will be referred to the EAP. An employee's fitness to continue in his/her current position while enrolled in such a rehabilitation program will be determined on a case-by-case basis. Such determination will be made by the employee's department head and the city administrator after reviewing input and information from the employee's EAP counselor.
- k.** Excessive use of alcohol by the employee during non-duty hours and off the City's property—which the City reasonably suspects is affecting the work performance of the employee or threatens the safety of any worker or bystander—is discouraged and can be cause for dismissal.
- l.** Sale, transfer, or possession of illegal drugs by an employee while off-duty and not located on the City's premises can be cause for dismissal.
- m.** Switching, transferring, tampering with, or interference with any drug or alcohol detection test sample is prohibited and can be cause for dismissal.
- n.** Refusal to undergo drug or alcohol testing, when so instructed by a department head, is prohibited and can be cause for dismissal.
- o.** Any illegal substance that is discovered during an investigation by the City will be turned over to the police and/or other legal authorities to be handled at their discretion.
- p.** Employees must notify their supervisor of any drug-related criminal convictions or diversions within five (5) days. Failure to do so can be cause for dismissal.
- q.** Employees must sign a consent form (see Exhibits B and D) when completing their initial employment paperwork. The consent form will be kept on file at city hall.. Employees who are tested must sign a chain of custody form after providing the appropriate medical person with urine or other test samples. Failure or refusal to sign a consent form or a chain of custody form can be cause for dismissal.



- r. Supervisors will be expected to take appropriate action to protect City employees and property by removing from the City work premises or work site any individual not in a condition to perform assigned work in a normal and safe manner. An employee who appears to be impaired shall be taken home or to a medical facility and not be allowed to drive a City or personal vehicle.

### **Section 5.7 Exemption For Prescribed Medical Treatment**

Employees who have legally received prescription medication through the recommendation of their physicians or pharmacists are not in violation of any local, state, or federal laws. The use of legally controlled substances will not be subject to disciplinary action. This must be substantiated by a physician's report or statement. However, if the use of these prescribed drugs adversely affects an employee's job performance and is detrimental to the public safety and/or safety of other employees, it is in the best interest of the employee and the City for the employee to be placed on leave with or without pay if the employee has no accrued leave available. If these legally prescribed medications have the potential to cause any dangerous or unsafe side effects, such as drowsiness, blurred vision, dizziness, etc., the employee has the responsibility to notify the supervisor that he/she is taking this medication. All prescription medication must be kept in its original container, which contains the name of the medicine, name of the patient, dosage, and the doctor's name.

### **Section 5.8 Drug and/or Alcohol Testing Process**

In keeping with the City's goal to establish and maintain a work environment free from the effects of drugs and intoxicating substances and to ensure the safety of citizens, the workplace, and City employees, the following procedures are established:

- a. Applicants for all safety sensitive positions, to whom a conditional offer of employment by the City is made, must, in addition to successful completion of any other examination and job screening requirements, successfully complete a drug or alcohol detection test. The drug and/or alcohol detection test(s) will be paid for by the City.
- b. Department heads (with input from the city administrator) shall initiate drug or alcohol testing of employees involved in all reportable incidents if there is reasonable suspicion of drugs or intoxicating substances being a contributing cause to the incident. Such testing will be initiated immediately and will be reported to the Mayor. The drug and/or alcohol detection test(s) will be paid by the City.
- c. Drug or alcohol detection testing of employees may be initiated by a department head with the concurrence of the city administrator when there is reasonable suspicion present. In determining the presence of reasonable suspicion, the following criteria or factors may be considered and must be documented to serve as the basis for reasonable suspicion:
  - (1) Frequent absenteeism or tardiness.
  - (2) Poor or deteriorating job performance.

- (3) Confirmed reports from police, citizens, or other employees of drug or excessive alcohol use or abnormal and potentially dangerous behavior.
- (4) Medical or physical information such as needle marks.
- (5) Any articulated facts that lead supervisors or department heads to believe an employee is in possession of drugs or alcohol.
- (6) Demonstrated inability to respond to call-backs (during normal off-duty hours) from his/her supervisor.
- (7) Any other circumstances that suggest an employee is unfit for duty. Also see item VII-5 above concerning reportable incidents.
- (8) Timely observations by more than one person. Exhibit A of this policy hereto will be used as a guide for such observations.
- (9) Any of the above documentation must be reviewed by the city administrator prior to an employee being ordered to take a drug or alcohol detection test.

The drug or alcohol detection test(s) will be paid by the City except for those situations where a confirmed positive test result has been reported.

- d. Drug or alcohol detection testing of applicants for safety sensitive positions or employees will include a urinalysis, breath analysis, and/or blood test. Any positive readings following the testing will be confirmed by a repeat testing of the same sample before any management action or disciplinary action is taken.

The tests are designed to detect unlawful drugs most commonly used and may vary. All positive urine or other testing samples will be retained by the City's authorized testing laboratory for one year or longer if an appeal or court action is in process.

- e. Based on the results of an investigation, drug, or alcohol detection, an employee may be subject to disciplinary action in accordance with City policy, participation in a mandatory rehabilitation program through the City's EAP, or dismissal. If enrollment in a drug or alcohol rehabilitation program is required for continuing employment, employees will be referred to the City's EAP. An employee's fitness to continue employment in his/her current position, while enrolled in such a rehabilitation program, will be determined on a case-by-case basis. This determination will be made by the employee's department head, city administrator, and the Mayor after reviewing input and information from the employee's EAP counselor.
- f. Applicants to safety sensitive positions refusing to submit to drug or alcohol testing at the appointed time will be denied employment with the City.
- g. Any City employee who has a drug or alcohol problem either through self-admission on behalf of the employee, conviction, or diversion for a drug- or

alcohol-related offense while, on- or off-duty, or the results of a mandatory drug or alcohol testing procedure will be required to sign a Rehabilitation Agreement as found in Exhibit C of this policy.

### **Section 5.9 Appeal Process**

Upon receipt of a confirmed positive test, the employee or applicant will be notified of the test results. As part of that notification he/she will be provided an opportunity to explain any positive results to the Medical Review Officer and his/her department head. The employee or applicant will be allowed five (5) City workdays to respond. The Medical Review Officer (MRO) of the occupational testing center shall substantiate information obtained through telephonic interview with the applicant. The MRO may interpret refusal by the tested individual to provide requested records/information or refusal to participate in a medical interview as a verification of a positive detection test result. The MRO will then promptly report the results of his/her review to the City Administrator/City Clerk.

If an applicant or employee requests a retest, arrangements will be made by the MRO for testing of the secondary sample. The testing will be conducted at a SAMSHA-certified laboratory selected by the applicant or employee and at the applicant's or employee's expense. Additionally, the applicant or employee may have a qualified analytical chemist of his/her choice observe the procedure. Following review of the appeal process, a final determination of the validity of the test results will be made by the department head and department chair. This determination will be made in consultation with the City's EAP contractor and MRO. Employees who have disciplinary actions taken against them as a result of a positive drug test may exercise further appeal rights as per the grievance policy and procedures in the City's Employee Handbook and Policy Manual (Section 8).

### **Section 5.10 General Implementation**

The drug and alcohol detection testing will be conducted by a city approved facility. The integrity of the test sample and/or the test record card and data will be insured by explicit chain of custody procedures specified in contracts between the City, the intake doctor, and the testing laboratory. Any testing, testing-related documents, and test results will be kept confidential and will only be released to City officials with a need to know and to the applicant or employee tested. The parent or legal guardian of a Minor Applicant or Employee who signed the required consent form may also receive testing, testing-related documents and test results upon written request by that parent or legal guardian. Any breach of confidentiality by City officials or employees will be cause for disciplinary action, including dismissal.

The City Administrator will assist department heads and supervisors in the implementation and daily administration of this policy. Department heads will have the approval authority for any disciplinary action arising from enforcement of this policy, but only after full review of all pertinent facts relating to the proposed disciplinary action by the city administrator.

Upon consultation with the city administrator, a department head, will be responsible for scheduling the drug and alcohol detection testing of applicants and employees during normal City business hours. Department heads will assume responsibility for transporting an employee to the intake doctor's office and will assume responsibility for the scheduling of detection tests for

employees when the Administration Office is closed. Applicants will be responsible for obtaining their own transportation to the intake doctor's office for a detection test.

**EXHIBIT A**  
**Areas of Observation**

1.     **Demeanor**

Significantly agitated, aggressive, or passive; especially when compared to employee's normally observed demeanor.

2.     **Speech**

Slurred, significantly loud, quiet, rambling, incoherent; compared to normal observed speech patterns.

3.     **Eyes**

Bloodshot, dilated, closed, or significantly moist.

4.     **Breath**

Alcohol odor, marijuana odor.

5.     **Coordination**

Fumbling, jerking, significantly slow reactions; as compared to normally observed coordination and physical abilities.

6.     **Skin**

Significantly sweaty, flushed, pale, clammy; as compared to normally observed skin conditions.

7.     **Walking**

Unsteady or significantly imbalanced, staggering, significantly slow; as compared to normally observed walking patterns.

8.     **Standing**

Swaying, significantly rigid, feet are wide apart (an extreme effort to remain standing or to avoid falling down); as compared to normally observed patterns.

9.     **Other General Observed Actions:**

Extremely talkative, oral threatening statements or physically threatening actions, erratic; as compared to normally observed personality traits and general behavior.

**EXHIBIT B**  
**Acknowledgment of Receipt of Substance Abuse Policy**  
**and Consent to Breath, Urine, and/or Blood Test**  
**and Release of Information**

The undersigned acknowledges receipt of the City of Fairway's Substance Abuse Policy. This form shall be competent evidence in any subsequent proceeding that I have received notice of the provisions of this policy and consent and agree to submit to a specimen of breath, urine, and/or blood for the purpose of determining the presence of drugs and/or alcohol to the City's occupational medical provider. I understand that my refusal to execute this form shall constitute grounds for denial of employment.

I hereby agree to submit to drug and alcohol test(s) ("**drug test**") as requested by the City. I agree to provide a blood, urine, and/or breath sample upon request, and undergo the necessary procedures required to perform the drug test. I acknowledge that the drug test will be conducted by a laboratory selected by the City, which will collect and test the drug test samples. I understand that the drug test results will remain confidential to the extent required by law and all records related to the test will be kept separately from my personnel file.

I consent to undergo a drug test before I begin my employment with the City. I consent to undergo any random drug tests that the City may require for employees in my position. I consent to be tested if I am involved in an accident or injury that gives the City reasonable suspicion to believe that I was under the influence of unlawful drugs or alcohol.

I understand that if I test positive for unlawful drugs or alcohol, I will be in violation of company policy and subject to discipline, up to and including termination of employment or withdrawal of a conditional job offer. I understand that my refusal to take or complete a drug test required by the City will be grounds for discipline, up to and including my termination of employment or withdrawal of a conditional job offer.

The result of this and subsequent follow-up tests may be released to the City's occupational medical provider, the City Administrator, my potential or existing Department Head, and the City's authorized Medical Review Officer. I hereby release all physicians, medical facilities, testing facilities, clinics, and the City, as well as its employees, agents, and representatives, from any and all liability arising from the release and use of the information discovered in my urine and/or blood and/or breathalyzer tests, including the results of any tests and any decision regarding my employment or prospective employment with the City.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness)

EXHIBIT C  
Rehabilitation Agreement

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

Dear \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, the City of Fairway agreed to your request to seek counseling and referral to a rehabilitation program for alcohol and/or drug abuse. The following conditions apply to your rehabilitation program.

2. You must authorize the designated EAP contractor to provide proof of enrollment in an alcohol and drug abuse rehabilitation program and proof of attendance at all required sessions on a monthly basis to your department head. Your department head will closely monitor your attendance and will reserve the right to terminate you if you do not regularly attend all required sessions.
3. Except for approved vacation and/or funeral leave, if you are absent from work during the rehabilitation program, you must promptly submit a written doctor's certificate explaining the reason for this absence. Exceptions due to other extenuating circumstances must be approved by your department head. Your department head reserves the right to dismiss you if you are absent as a result of alcohol and/or drug usage.
4. You will pay for all costs of rehabilitation that are not covered under the City's benefits plan.
5. For a period of time that does not exceed one (1) year from the date of this agreement as recommended by your Employee Assistance Program counselor and approved by your department head, you will do and agree to the following:
  - a. Submit to drug and/or alcohol detection tests administered by the City's designated occupational medical provider, as directed by the City Administrator and your EAP counselor. The frequency of the tests will depend on the nature of your rehabilitation program developed by your EAP counselor.
  - b. The cost of all drug and/or alcohol detection tests to which you submit during the period of this agreement will be paid by the City.
  - c. Your department head reserves the right to dismiss you if you refuse to submit to the detection testing required by paragraph 4(a) of this agreement or if you test positive during the effective dates of this agreement.
6. You must meet all established standards of conduct and job performance. Your department head will terminate you if your on-the-job conduct or job performance is below competent.

I agree to all of the above conditions and authorize the designated EAP contractor to provide my department head with proof of my enrollment and attendance at the recommended rehabilitation program.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Employee's Printed Name)

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Supervisor's Printed Name)

\_\_\_\_\_  
(Supervisor's Signature)



**EXHIBIT D**  
**City of Fairway, Kansas**  
**Acknowledgment of Receipt of Substance Abuse**  
**Policy and Consent to Breath, Urine, and/or**  
**Blood Test and Release of Information:**  
**Minor Applicants/Employees**

The undersigned Applicant/Employee acknowledges receipt of the City of Fairway's Substance Abuse Policy. This form shall be competent evidence in any subsequent proceeding that the Applicant/Employee has received notice of the provisions of this policy.

Further, the undersigned Applicant/Employee, who is under eighteen (18) years of age, and his or her parent or legal guardian, consent and agree that Applicant/Employee will submit to the City's occupational medical providers a specimen of breath, urine, and/or blood for the purpose of determining the presence of drugs and/or alcohol. The Applicant/Employee understands that his/her refusal to execute this form shall constitute grounds for denial of employment.

The result of this and any subsequent follow-up tests may be released to the City's occupational medical provider, the City Administrator, his or her potential or existing Department Head, and the City's authorized medical review officer. These results will also be made available to the parent or legal guardian signing this consent, upon written request. The Applicant/Employee and his/her parent or legal guardian hereby release all physicians, medical facilities, testing facilities, clinics, and the City, as well as its employees, agents and representatives, from any and all liability arising from the release and use of the information discovered in the Applicant's/Employee's urine and/or blood and/or breathalyzer tests, including the results of any tests and any decision regarding the Applicant's/Employee's employment or prospective employment with the City.

\_\_\_\_\_  
Minor Applicant/Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me, a Notary Public in and for the above county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Section 5.11 Supplement To The Substance Abuse Policy Concerning City Employees Who Possess A Commercial Driver's License (CDL)**

**a. Introduction**

This policy is required by the Omnibus Transportation Employee Testing Act of 1991 and the stipulations set forth to comply with the Federal Highway Administration Regulation on Alcohol and Drugs, which were issued on February 15, 1994. This policy is a supplement to the Substance Abuse Policy (SAP) previously adopted by the City.

**b. Purpose**

The City has an obligation as a steward of the public trust to provide a variety of services to the community in a safe and efficient manner. The intent of this policy is to serve as a supplement to the Substance Abuse Policy and to aid in ensuring safe and efficient delivery of services to the community by drivers working for the City who are required to possess a Commercial Drivers License (CDL) as a condition of their employment.

**c. General**

This policy identifies requirements to meet Federal alcohol and drug testing requirements. It also identifies prohibited employee activity as it relates to alcohol and drug use and the consequences of not meeting the requirements of this policy. This policy goes into effect upon adoption and will remain in effect until superseded.

**d. Applicability**

This supplemental policy is applicable to all City employees in positions that are required to have and maintain a CDL as a condition of employment.

**e. Definitions**

**(1) Alcohol**

Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in wine, beer, and distilled liquor. It is the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin, and includes synthetic ethyl alcohol.

**(2) CDL**

Commercial Driver's License. This license concerns vehicles that weigh a minimum of twenty-six thousand and one pounds (26,001 lbs.) (with or without a trailer), carry sixteen (16) or more people (including the driver), and/or transport hazardous material.

**(3) Controlled and Illegal Substances**

Drugs for which the possession, sale, use, or distribution is unlawful. These include but are not limited to amphetamines (speed), tranquilizers (Valium, etc.), barbiturates (Phenobarbital),

cocaine and all of its derivatives, marijuana, phencyclidine (PCP), methadone, propoxyphene, benzodiazepines, opiates, and hallucinogens (LSD). Illegal drugs for the purpose of this policy also include drugs that are not legally obtainable and drugs that are legally obtainable but have been obtained illegally.

**(4) Drug**

Any chemical substance which produces physical, mental, emotional, or behavioral changes in the user.

**(5) Drug and/or Alcohol Detection Testing and/or Detection Test**

Drug and/or alcohol testing may include, but is not limited to urinalysis, breath analysis, and blood testing. All such tests will include an initial screening assay and a confirmation assay for any positive result from an initial screening assay, including, but not limited to gas chromatography/mass spectrometry (GC/MS).

**(6) Employee Assistance Program**

A confidential Program provided to serve current City employees through the City's employee benefit package. The purpose of the EAP is to help employees and members of their households deal with a wide range of personal problems. The City contracts with a local EAP provider.

**(7) Random Testing**

Testing in which all employees have an equal chance of being selected (*i.e.* identical probability of being chosen every time a selection is made). These tests are performed without any prior knowledge by the participant in order to secure accurate results.

**(8) Reportable Incident**

Any on-the-job or on-duty incident involving any City employee that results in bodily injury or damage to property.

**(9) Safety Sensitive Employee**

Any employee working for the City who holds a CDL and operates a commercial motor vehicle. Such an employee includes, but is not limited to, full-time, regularly employed drivers, drivers employed intermittently by the City, drivers leased by the City, and owner-operator contractors, whether contracting directly or under lease by the City, who operate commercial vehicle at the direction of or with the consent of the City.

**(10) Safety Sensitive Function**

Any of the following functions:

- All time spent driving a City-owned vehicle.

- All time spent on-duty or on-call while waiting to be dispatched unless the driver has been relieved from duty by his/her supervisor.
- All time spent inspecting, servicing, or conditioning any commercial vehicle that is or will be used by the City.
- All time spent unloading or loading a commercial vehicle in operation for the City. This also includes the supervising of loading and unloading, as well as giving or receiving receipts for shipments being loaded or unloaded.
- All time spent performing or assisting in the requirements of a driver involved in an accident.
- All time spent repairing, seeking assistance for, or attending a disabled commercial vehicle in operation for the City.

**f. Testing of CDL Drivers**

All drivers working for the City will be subject to the procedures and stipulations set forth in the preceding SAP document. All City drivers possessing a CDL as a condition of their employment are also subject to the guidelines set forth in this supplement. Agencies performing work for the City must, upon request, provide documentation that they have adopted policies and practices which comply with the regulations set forth in the 1994 Federal Highway Administration Regulations on Alcohol and Drugs.

All prospective employees holding a CDL as part of their job descriptions will be required to submit to a drug and alcohol test.

If an employee required to hold a CDL as part of his/her job is tested (random, reasonable suspicion, or otherwise) and found to have an alcohol content between .02 and .039, that employee will not be allowed to work his/her scheduled shift. If an employee required to hold a CDL as part of his/her job is tested (random, reasonable suspicion, or otherwise) and found to have an alcohol content of .04 or greater, that employee will be required to be evaluated by a Substance Abuse Professional.

If an employee required to hold a CDL is tested and found to have an alcohol content above .04, that employee will not be allowed to work his/her shift. The employee will be referred to and must meet with an alcohol abuse professional upon the referral from an EAP professional. The employee will be subject to a return to duty test, which he/she must pass with an alcohol level below .02.

Employees are advised that they shall not consume alcohol less than eight (8) hours before work or while on duty. Employees shall not consume alcohol following an accident involving a City-owned vehicle until the employee has been tested for drugs and alcohol.

**g. Random Testing of CDL Drivers**

In each twelve- (12-) month period, fifty percent (50%) of all City employees holding a CDL as a requirement of their jobs will be subject to random testing for alcohol and drugs. The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The employees selected for random testing will be tested at the beginning of a shift requiring safety sensitive operations. No prior notification of the testing will be given. All random tests shall be performed under the guidelines set forth in Section IX of the SAP. Selection of CDL drivers for random testing will be accomplished through the random drawing of employee numbers. Under this process, each employee will have an equal chance of being tested each time selections are made. Those refusing to submit to a random test shall be dealt with under the guidelines set forth in Section VII, Item 1 of the SAP.

**h. Testing Following Accidents**

All drivers required to possess a CDL who are involved in an accident involving a City-owned vehicle may be tested for alcohol and other drugs following any accident. These tests must be performed when an accident causes a fatality or critical injury and/or when the CDL driver receives a citation for a moving violation. Alcohol testing must be done within two (2) hours of the incident. If the testing is not done within this time frame, the driver's supervisor must submit a written explanation city administrator and the Mayor concerning why the testing was not done. If an alcohol test is not performed within eight (8) hours of the accident, all testing for alcohol may cease and further written notification must be submitted to the City Administrator in order to be submitted to the Department of Transportation.

Testing for drugs other than alcohol must be completed within thirty-two (32) hours of the accident. If this testing does not occur during this time, written notification must be given to the City Administrator concerning why the test was not performed. All tests shall be performed in accordance with the guidelines set forth in Section IX of the SAP.

**i. Return to Duty Testing**

All employees who have a positive test for drugs and/or alcohol will be required to submit to a test for drugs and alcohol upon their return to duty. Those employees required to have more than six (6) tests a year upon the advice of an alcohol abuse professional are advised that the City will only cover the cost of six (6) tests.

**j. Record Retention**

Employees are advised that the City will retain the following records:

- All negative test reports – one (1) year
- All records concerning alcohol and drugs use training – two (2) years
- All positive test reports - five (5) years

- All incidences of refusal to submit to drug and alcohol testing - five (5) years
- All documentation concerning referral and treatment - five (5) years

The Administration Department shall be the central repository for all documents related to testing under this policy and shall provide all reports required by the Department of Transportation.

All newly hired employees requiring a CDL as part of their job descriptions will be asked to authorize the retrieval of records related to drugs and alcohol testing from any employer the employee has worked for in the past two (2) years and possessed a CDL as part of his/her job description. The records must be received by the City within fourteen (14) days of hire or the prospective driver may not drive for the City. All records will be kept confidential.

**k. Confidentiality**

All records maintained by the City and the City's designated laboratory will be maintained under strict confidentiality. Also, the privacy of employees during testing and notification will be maintained by the City's designated laboratory.

Records will only be released to others with the written consent of the affected employee.

## **CHAPTER 6. DISCIPLINARY ACTION POLICY**

### **Section 6.1 Disciplinary Action Policy General Policy**

Discipline, an unquestionable necessity in any organization, assumes many forms from positive to negative. Most often, discipline is viewed in the latter sense. In this policy, discipline is addressed in the form of corrective action or improper behavior. Without exception, the best discipline is self-discipline. A finely developed sense of responsibility and restraint will virtually eliminate the necessity for negative discipline.

Effective discipline should, but need not be, progressive, depending upon the violation. It should condemn the employee's wrongful act, not the employee as a person. It is meant to reform the offender, deter others from the same action, and maintain the integrity and the standards of the organization.

Any violation of City of departmental rules, regulations, or directives will be grounds for the initiation of disciplinary action.

### **Section 6.2 Authority To Discipline**

Discipline rests with each Department Head, the Department Head designee, or the ranking employee in charge and at times may rest with the City Administrator or the Mayor. In the event that the Department Head or designee is to be disciplined, then the City Administrator or the Mayor shall be responsible for taking disciplinary action under this policy and in accordance with the procedures set forth. For purposes of this document, persons with the responsibility to discipline will be referred to as "supervisor" or "direct supervisor" and all city employees including "Officers" or Department Heads will be referred to as "employees".

### **Section 6.3 Disciplinary Actions**

- a. Oral reprimand:** A verbal notice or warning usually given for minor violations.
- b. Written reprimand:** A written notice or warning usually given in situations where verbal reprimand is not sufficient or where verbal reprimand has not proven corrective. A written reprimand will be signed by both the employee and the supervisor and a copy will be placed in the employee's permanent personnel file. The employee's signature does not indicate an agreement with the charges.
- c. Suspension:** Time off with or without pay due to a violation of any City policy or inappropriate behavior in the course of an employee's duties. A supervisor has the discretion to determine the length and dates of the suspension based on the nature of the violation and any other departmental factors to be considered. Days off, with or without pay, due to a suspension will not necessarily be consecutive.

Notification of suspension will be in writing and will include the reason(s) for, the duration of, and onset of the suspension. In addition, it will list any other terms the employee must meet before returning to work. This notification will be placed in the employee's permanent personnel file.

An employee may be suspended, with or without pay, by the Mayor in the event he/she is arrested for a felony charge or other violation of the law whether imprisoned or not. The suspension may be in effect until such time as a judgment is entered by the Court. The determination as to the status of any employee's pay will be based upon individual circumstances.

- d. **Involuntary Demotion:** Movement from one position to a position with a lower salary range due to an employee's inability to satisfactorily perform the essential function of the job or for disciplinary reasons. No demotion shall be made as a disciplinary action unless the employee to be demoted is able to perform all the essential functions of the lower class position.

Notification of an involuntary demotion will be made in writing and will include the reason(s) for the demotion, when the demotion will take place, and any other terms the employee must meet. This notification will be placed in the employee's permanent personnel file. This notification will be made at least 15 days before the demotion takes place.

- e. **Dismissal:** An employee is permanently relieved of his/her responsibilities and duties and asked to leave the worksite. (Removal of "Officer" is regulated by Fairway City Code, Chapter 2, Article 3, Section 2-91, "Removal of Officers") Dismissal is initiated by the employee's direct supervisor. Notification of dismissal will be in writing and will include the reason(s) for and the effective date of the dismissal.

#### **Section 6.4 Cause For Disciplinary Action**

The following circumstances will be cause for disciplinary action. Cause for disciplinary action, up to and including discharge, include but are not limited to the following:

- a. Willful violation of any of the provisions of City Ordinances; Policies; Rules or Regulations, including the Code of Conduct; or of Department rules and regulations. This includes any willful violation of the City's policy regarding use of alcohol and drugs and/or being under the influence of these substances while on duty.
- b. Any attempt to induce or allow another person to commit an illegal act by violating any law, rule, or regulation adopted by the department, City, State, or Federal Government, or to participate therein.
- c. Solicitation or acceptance from any person, group, or organization, of any fee, gift, or other valuable item or service that the receiver knew or should have known is given in the hope or expectation of receiving a favor, reward, or better treatment than is afforded any other person. (See "Code of Conduct," Section 2.1(d)Disclosure of Gifts and Gratuities)
- d. Any use or attempted use of political influence or bribery for personal gain. (See "Code of Conduct," Section 2-1(e). Ethical Standards )



- e. Absence from duty, without leave, contrary to Departmental/City rules, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked.
- f. Excessive tardiness, absences, or inappropriate use of any approved leave.
- g. Insubordination, refusal to obey any lawful order while on duty, or other breach of discipline.
- h. Participation in activities which disrupt or which are intended to hinder or interfere with the efficient work activities of any City function. This includes concerted action with others to not report for duty or to not work at usual capabilities in the performance of normal duties.
- i. Failure to follow prescribed safety procedures, including failure to notify his/her supervisor or Department Head of unsafe working conditions. Failure to report job-related injuries to same.
- j. Theft of City property, or of another employee's or citizen's property.
- k. Misuse of, or failure to, properly care for or protect City property.
- l. Use of abusive or improper treatment of any person, provided that act was not done in self-defense or to protect the safety of others.
- m. Unlawful harassment of any sort, offensive conduct, or offensive language toward City officers, employees, or the public.
- n. Inappropriate behavior unbecoming to the particular position held, including an act or omission which could tend to disrupt the economical or efficient conduct of the City's business.
- o. Failure to perform assigned duties or neglect of duty.
- p. Admission or finding of guilt of a crime that affects the employee's ability to perform the duties of his/her position or is related to the duties and responsibilities of the position.

### **Section 6.5 Appeal of Disciplinary Action**

Disciplinary actions, excluding termination, are open to appeal. There should be an opportunity for open, constructive communication between supervisor and employee for the purpose of resolving disputed disciplinary actions. If open communication is not possible, then the employee should follow the guidelines set out in Chapter 7 "Grievances and Hearings."

## **CHAPTER 7. GRIEVANCES AND HEARINGS**

### **Section 7.1 General Policy**

An employee has the right to present a formal complaint or grievance concerning: his/her job; working conditions; salary; relationship with co-workers, supervisor, or Department Head; the application of equal employment opportunity policies; or as an appeal of any disciplinary action taken. A sincere attempt should be made by each employee and supervisor to resolve any grievance before it becomes necessary to resort to the grievance procedure.

Any employee who believes that he or she has been a victim of discrimination, mistreatment, or harassment (including sexual harassment) in any form should immediately report the incident to his or her supervisor or Department Head, or if the complainant is a Department Head, the City Administrator. In a case where the employee is accusing the Department Head of discrimination, mistreatment, or harassment (including sexual harassment), that employee may take the complaint directly to the City Administrator. If the issue cannot be resolved at that level, the matter will be resolved by advancement through the chain of command in the following sequence:

- Mayor
- City Council

### **Section 7.2 Grievance Procedure**

The following grievance procedure is established:

- a. Any complaint or grievance shall be filed by the employee with his or her immediate Supervisor in writing within twenty (20) calendar days. A written response to the grievance shall be provided by the Supervisor to the employee within seven (7) calendar days of the filing. If the employee disagrees with the decision of the Supervisor, the employee may forward the complaint or grievance in writing to his or her Department Head, who shall respond in writing to the employee within seven (7) calendar days of receipt.
- b. If the employee is not satisfied with the response of the Department Head, the employee may forward the complaint or grievance to the City Administrator.

The City Administrator shall respond to the complainant within fourteen (14) days of receipt of the written complaint.

If the issue is still not resolved, the complainant may request the City Administrator forward the complaint to the Mayor. The City Administrator has seven (7) days following the complainant's request to forward the written complaint to the Mayor.

The Mayor shall respond to the complainant within seven (7) days of receipt of the complaint from the City Administrator. The complainant may request the Mayor call a special meeting of the City

Council to hear the complaint. The Mayor has the discretion to call or not to call such special meeting for the purpose of a hearing.

### **Section 7.3 City Council Hearing Procedure**

- a.** The hearing shall be held within thirty (30) calendar days from the Mayor's receipt of the employee's request for such hearing.
- b.** At the hearing, the employee and the person(s) against whom the complaint is registered shall be given the opportunity to present their positions relative to the complaint together with any pertinent evidence.
- c.** All parties shall be allowed the right to legal counsel. All expenses due to legal counsel shall be borne by the parties requesting such counsel.
- d.** The City Council shall, in its sole discretion, determine who may and may not be present during the hearing. The City Council may adjourn the hearing from time to time in order to investigate the circumstances surrounding the complaint.
- e.** The City Council shall not be bound by any legal rules of evidence.
- f.** No City employee serving as a witness shall be subject to any restraint, interference, discrimination, or reprisal for any of his or her testimony in such a hearing; however, the City may act upon a threat, an instance of misconduct, or violation of City Policy that is admitted or is found to be supported by substantial evidence.
- g.** The City Council shall render a decision within seven (7) days of the conclusion of the hearing.
- h.** Audio recording of the proceedings will not be permitted unless agreed upon by all parties involved in the complaint. Video recordings will be prohibited.
- i.** The time limits for taking action under this procedure may be extended by the Mayor upon request of the employee or a member of the City Council for good cause.
- j.** This procedure is not available for use by any person who is no longer employed by the City.

## **CHAPTER 8. TECHNOLOGY POLICY**

### **Section 8.1 Purpose.**

The purpose of this policy is to ensure the proper use of technology belonging to the City. The effective and efficient use of technology plays an integral role in the City's state goal of maximizing service to citizens.

The policy intends to encourage each and every City employee to use our technology to its fullest in a manner that is consistent with the City's mission. This policy intends to discourage and eliminate inappropriate use of our technology.

### **Section 8.2 Definitions.**

#### **a. Technology.**

This refers to our computers, voice mail, electronic mail (e-mail), Internet access, phone systems, network systems, voice and data communications, printers, copy and fax machines, video recorders, cameras, smart phones, personal electronic devices, radios, and electronic equipment in general.

#### **b. Management:**

Management is defined as the Mayor, City Council, City Administrator, and Department Heads.

### **Section 8.3 Background.**

There has been a tremendous investment of time and money in the computing and communications systems of the City. Our computers, networks, e-mail, voice mail, Internet access, phone systems, etc., all combine as a backbone of our daily operations. Without these modern tools, we become much less able to provide citizen service.

### **Section 8.4 Policy.**

- a.** All users of the City's technology must respect and adhere to city, state, federal, and international laws. Any attempt to violate these laws will be met with prompt, appropriate legal and/or disciplinary action.
- b.** Efficient, ethical, authorized, and legal utilization of the City's technology in line with our stated goal of maximizing citizen service is desired.
- c.** These policies apply to ALL forms of the City's technology. Policies referring to specific technologies may be more restrictive.
- d.** The Mayor and Department Heads may override these policies when necessary.

- e. The City hereby notifies all employees that no employee should have any expectation that use of the City's technology is in any way private. The technology belongs to and is managed by the City.
- f. Department heads may access the technology when required and when the law permits. Generally, department heads will only access information contained or stored in the technology for work-related, non-investigatory purposes or for work-related investigatory purposes relating to claims of misconduct.
- g. Threats, harassment, slander, defamation, obscene or suggestive messages and images, political endorsements, commercial activities, and material that is discriminatory with regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, genetic information, marital status, familial status, or military status or any other characteristic protected under applicable federal, state, or local law. are prohibited.

**Section 8.5 Privacy Advisory.**

- a. Do not expect privacy when you use a communications system that is operated or owned by the City.
- b. A department head or his/her designated representative reserves the right in certain circumstances to monitor electronic conversations, to read messages, and to inspect mail or documents sent to or by department personnel, including deciphering of encrypted text.
- c. A department head reserves the right in certain circumstances to access, without notice: data or text caches, e-mail and voice mail boxes or accounts, and other employer-provided electronic storage systems.

**Section 8.6 General Computing and Network Policy.**

- (1) Users of the City's network services shall promote efficient use of the networks to minimize and avoid, if possible, congestion of the networks and interference with the work of other users of the network.
- (2) No encryption of communications shall be sent from the City of Fairway's network unless in response to an encrypted message received from an outside source.
- (3) No "bios" passwords are allowed.
- (4) Users of the City's network services shall not disrupt or damage any components of the City's information system.
- (5) Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent is prohibited.

- (6) Decryption of system or user passwords is prohibited.
- (7) Any unauthorized access or attempts to gain unauthorized access to data, system resources, passwords, etc., is prohibited.
- (8) Copying or deletion of the network system, the operating system and applications software is prohibited.
- (9) Intentional attempts to "crash" the network, computer systems, or computer programs are prohibited.
- (10) Any attempt to secure a higher level of privilege than that assigned by a department head on the network or on specific technologies is prohibited.
- (11) Software license and copyright infringement is prohibited.
- (12) Loading of any software on the City's computers or network systems is prohibited unless approved by a department head.
- (13) The willful introduction of computer "viruses" or other disruptive programs into the City's systems is prohibited.
- (14) Any data on the City's equipment is considered City property. Electronic mail, documents, spreadsheets, etc., are all accessible if deemed necessary by a department head.
- (15) Sharing your passwords with others is prohibited, unless authorized by a department head.

### **Section 8.7 Citywide (Network) and Internet Electronic Mail**

Electronic mail, in general, lends itself to a more relaxed and less guarded way of communicating, which can lead to misunderstandings and unwarranted liability. Electronic mail qualifies as City equipment; therefore, all electronic mail is City property. There exists extensive backups of all communications, so it is imperative to remember that "erased" mail/messages may linger forever.

- (1) Do not put anything in an e-mail that you would not broadcast to the general public.
- (2) Be polite.
- (3) Use appropriate language.
- (4) Delete all messages from the e-mail system when they are no longer needed as a finite amount of network storage is available.
- (5) Be aware that Internet e-mail transmissions can be easily intercepted by others.

- (6) Forgery or attempted forgery is prohibited.
- (7) Junk mail or "chain" letters are prohibited.
- (8) Never send e-mail from someone else's e-mail account/inbox.

**Section 8.8 Internet Access**

- (1) Internet access is a privilege granted to users by the City.
- (2) Internet access should be limited to City business. Be aware that file downloading and uploading from and to the Internet creates significant network traffic which can consume scarce City bandwidth (resources) to the Internet, as well as expose the system to the risk of virus invasion.
- (3) Accessing adult entertainment, pornography, and/or suggestive material is inappropriate and prohibited.

**Section 8.9 Violations.**

Violations of this policy will result in disciplinary action up to and including termination from employment.

**CHAPTER 9.**  
**CITY OF FAIRWAY, KANSAS**  
**NO SMOKING POLICY**

Pursuant to K.S.A. 21-6110 *et seq.*, smoking is prohibited in all enclosed facilities within a place of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

A written copy of the City's smoking policy is available upon request to any existing or prospective employee. To request a copy, please contact the Administration Department.



## **CHAPTER 10. TRAVEL POLICY**

All travel expenses paid from City funds shall be subject to these policies. The City allows travel expenses for elected City officials and employees, both when they are required to travel to transact City business and when they attend professional meetings, conferences, or training sessions that promote the individual's overall job knowledge. The Mayor must approve any exceptions to this policy. The basis for this policy can be found at <http://www.da.ks.gov/ar/employee/travel/travbk.htm>, the Kansas Employee Travel Expense Reimbursement Handbook. Travel advances and travel reimbursements must be approved by the Department Head or City Administrator.

### **Section 10.1 Approval**

City staff attendance at out-of-town conferences, conventions, training events, association events, and other travel circumstances exceeding one hundred fifty dollars (\$150) must be approved by the department head; or, in the case of a department head, by the City Administrator; or, in the case of the City Administrator, by the Mayor.

Governing Body attendance at out-of-town conferences, conventions, training events, and association events exceeding one hundred fifty dollars (\$150) must be approved by the Governing Body. Other travel circumstances must be approved by the Mayor.

### **Section 10.2 Meals**

Overnight travelers may claim per diem daily allowance for meals and receive that allowance in advance of the travel. In accordance with the per diem rates found at [www.qsa.gov](http://www.qsa.gov), a per diem per given locality will be paid. This website provides per diem rates for both full and partial dates. In instances where meals are paid as part of conference or registration costs, the per diem paid will be reduced by twenty percent (20%) for breakfast, thirty percent (30%) for lunch, and fifty percent (50%) for dinner.

### **Section 10.3 Lodging**

The City will reimburse an amount not greater than the actual cost of a single room. Employee sharing of accommodations is encouraged as a cost-saving practice. Itemized receipts of lodging expenses are required.

### **Section 10.4 Transportation**

Transportation may be by City-owned vehicle, commercial carrier, privately owned vehicle, or rental vehicle.

All traffic tickets, fines, or other infractions of the law are the sole responsibility of the traveler. The City will not pay or reimburse any such expense.

### **Section 10.5 Privately Owned Vehicle**

Mileage reimbursement paid to an employee is based upon miles traveled at the current rate authorized by the State of Kansas. With receipts, turnpike tolls and parking expenses will be reimbursed at cost. Whenever possible, the employee will use a city-issued K-Tag to pay for turnpike tolls.

### **Section 10.6 Commercial Carrier**

Whenever possible, commercial travel should be planned far enough in advance to take advantage of reduced fares.

The City will pay the lowest round-trip coach airfare available. The City prefers to pay the airfare directly when billed through a travel agency. Rail and bus fares may be allowed at the most economical rate.

Employees may choose either air or ground transportation. However, the City will only reimburse the traveler for the method that would cost the least for the City. The cost to fly would include airfare, parking fees, rental vehicle—if approved—and mileage to and from the airport. The cost to drive would include mileage, any additional per diem, and any additional lodging expenses.

### **Section 10.7 Rental Vehicles**

With prior written authorization from the Department Head, rental vehicles may be authorized for use. Rental vehicles are restricted to the most economical size of vehicle required to carry out City business. With appropriate receipts, expenses will be reimbursed at cost for the rental, tolls, parking, gasoline, and other operating expenses. The City's insurance carrier provides adequate coverage for rental vehicles so no additional insurance coverage is necessary or reimbursable.

### **Section 10.8 Daily Travel Allowance**

When an employee travels to a destination within 50 miles of the City for a multi-day event, the City will not reimburse the employee for overnight lodging costs. The City will reimburse the employee for mileage to and from the destination each day at the prevailing City mileage rate.

If — as a matter of personal convenience — the employee chooses to stay overnight, then the employee may elect to receive a daily travel allowance of thirty dollars (\$30) to defray travel costs as an alternative to mileage reimbursement. In order to receive this daily travel allowance, a receipt for overnight lodging costs must be submitted. The employee pays for all overnight lodging costs in this case.

This daily travel allowance is in addition to any meal per diem to which the employee may be entitled.

### **Section 10.9 Payments for Spouses and Guests**

Spouses or guests for personal reasons may accompany travelers on City business. The City will not reimburse funds for any costs associated with the travel of these individuals.

### **Section 10.10 Personal Expenses**

The City will not reimburse travelers for personal expenses that do not serve a public purpose. Such expenses include, for example, alcoholic beverages, movies, personal telephone calls, and tickets to plays and sporting events.

**CHAPTER 11.**  
**CITY OF FAIRWAY**  
**SOCIAL MEDIA POLICY FOR EMPLOYEES AND ELECTED OFFICIALS**

The City is growing its participation in social media to strengthen communication efforts with our residents and connect with patrons. Emerging platforms for online collaboration are fundamentally changing the way municipal agencies work, offering new ways to engage with citizens, visitors, colleagues, and the world at large. Social media is a new model for interaction to build stronger, more successful relationships with citizens and stakeholders. It's a way for you to take part in global conversations related to the many great attributes of the City.

Guidelines for functioning in an electronic world incorporate the same values, ethics, and confidentiality policies employees and elected officials are expected to follow every day, whether you are Tweeting, talking with patrons, or chatting over the neighbor's fence. Remember, your responsibility to the City does not end when you are off the clock.

Given the reach of the internet, it is important that when you use various social media websites, you follow some basic procedures that support our policy. This policy applies to all City employees and elected officials when they blog or participate in social media for City-related work, but it should also be considered if personal blog or social media activities may give the appearance of speaking for the City.

**Section 11.1 Social Media Policy**

- a.** All official City presences on social media websites or services are considered an extension of the City information networks.
- b.** The Communications Committee will review department requests to use social media websites and may delegate this review function to the City Administrator.
- c.** Departments and persons using social media are responsible for complying with applicable federal and state laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, the Freedom of Information Act (FOIA), First Amendment, privacy laws, and information security policies established by the City.
- d.** Employees representing the City via social media outlets must conduct themselves at all times as is appropriate in that capacity. Employees who fail to conduct themselves in an appropriate manner shall be subject to the Disciplinary Action Policy outlined in the City of Fairway Employee Handbook.
- e.** The City Administrator will monitor content on each social media website to ensure adherence to this policy for appropriate use, as well as for message and branding consistency.
- f.** Violation of these standards may result in the restriction of use of pages from social media outlets.

## Section 11.2 Online Social Media Activities

The City respects the rights of its employees and elected officials to use blogs and other social media tools not only as a form of self-expression, but also as a means to further City business. It is important that all employees and elected officials are aware of the implications of engaging in forms of social media and online conversations that reference the City and recognize when the City might be held responsible for their behavior.

Please note that this policy is intended to apply to City information that can lawfully be protected and is not intended to interfere with, restrain, or coerce employees in exercising their rights under federal or state labor laws.

### The City's Expectations for Employees' and Elected Officials' Personal Behavior When Using Online Social Media

There's a big difference in speaking "on behalf of the City" and speaking "about" the City. This set of principles refers to those personal or unofficial online activities where you might refer to the City.

- (1) The City encourages employees and elected officials to participate in the online social media space, but urges employees and elected officials to do so properly, exercising sound judgment and common sense.
- (2) Be a "scout" for compliments and criticism. Even if you are not an official online spokesperson for the City, you are one of our most vital assets for monitoring the social media landscape. If you come across positive or negative remarks about the City on one of our services online that you believe are important, consider sharing them by forwarding them the City Administrator
- (3) Let the subject matter experts respond to negative posts. You may come across negative or disparaging posts about the City or its services, or see third parties trying to spark negative conversations. Pass these posts along to the City Administrator.
- (4) Never disclose non-public information of the City (including confidential information), and be aware that taking public positions online that are counter to the City's interests might cause conflict.

## Section 11.3 Tips For Using Social Media

- (1) –The City encourages employees to express ideas and opinions in a respectful manner by:
  - (a) Communicating is in good taste
  - (b) Being sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

- (c) Not denigrating or insulting others.
- (2) Be yourself—and be transparent.
  - (a) Even when you are talking as an individual, people may perceive you to be talking on behalf the City. If you blog or discuss services, programs, or other topics related to the City, be upfront and explain that you work for the City; however, if you aren't an official agency spokesperson, add a disclaimer to the effect: "The opinions and positions expressed are my own and don't necessarily reflect those of the City of Fairway."
- (3) Protect confidential information and relations.
  - (a) Online postings and conversations are not private. Realize that what you post will be around for a long time, and could be shared by others. Given that,
    - (i) avoid identifying and discussing others—including citizens, suppliers, and co-workers;
    - (ii) obtain permission before posting pictures of others or before posting copyrighted information; and
    - (iii) never discuss proprietary City information
- (4) Speak the truth
  - (a) If you are in a discussion that relates to the City, don't make unsubstantiated claims.
  - (b) If you need to respond or make a comment on something specific, verify details through city-published information.
- (5) Keep your cool.
  - (a) When confronted with a difference of opinion, stay cool and express your points in a clear, logical way.
- (6) Stay timely.
  - (a) Make sure you are willing to take the time to refresh content, respond to questions and update information regularly.
- (7) Be careful with personal information.



*Department of Public Works*

**November 21, 2024**

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

**Re: 2025 CARS Program – Interlocal Agreement**

The 2025 CARS Program will consist of mill and overlay, spot curb repair, striping and spot sidewalk repair on 55th from Shawnee Mission Parkway to Roe. This is a joint project with the City of Roeland Park and we are the Lead Agency.

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

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

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

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

**Agreement among Johnson County, Kansas,  
the City of Fairway, Kansas, and  
the City of Roeland Park, Kansas, for the Public Improvement of 55<sup>th</sup> Street  
from Shawnee Mission Parkway to Roe Boulevard  
(320001507)**

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

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to 55<sup>th</sup> Street from Shawnee Mission Parkway to Roe Boulevard (the "Project"); and

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

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

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

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

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

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



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

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

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

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement is Six Hundred Thirty Six Thousand Five Hundred Eighty Five Dollars (\$636,585).

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

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

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Two Hundred Thirty Five Thousand Dollars (\$235,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the Cities may be reimbursed through any source other than the general residents or taxpayers of the Cities. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

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

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

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

### 3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and

appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

- b. The Cities shall pay their portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing bodies of the Cities.

4. **Administration of Project.** The Project shall be administered by Fairway acting by and through its designated representative who shall be the Cities' public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the necessary costs and expenses of the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Public Works Director for review prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City of Fairway. If the Project is located in more than one city, then the Project Administrator shall be responsible for determining proper publication. In the solicitation of bids, the appropriate combination of best bids shall be determined by the Project Administrator.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses, in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas (“Finance Director”), cause payment to be made to the Project Administrator of the Board's portion of the Project Costs within thirty (30) days after receipt of such statement or payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

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

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

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

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

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

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

**5. Acquisition of Real Property for the Project**

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

**6. Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. hereinbelow. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of

the parties by the Project Administrator that the Project has been accepted as constructed. The Project Administrator shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.

- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to one or both of the Cities' breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that has breached the Agreement that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the Cities have not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the Cities and the Board shall have no further liability or obligation under this Agreement.

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

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

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

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Mike Kelly, Chairman

Attest:

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Lynda Sader  
Deputy County Clerk

Approved as to form:

---

Scott Abbott  
Assistant County Counselor

**City of Fairway, Kansas**

---

Melanie Hepperly, Mayor

Attest:

---

City Clerk

Approved as to form:

---

City Attorney

**City of Roeland Park, Kansas**

---

Michael Poppa, Mayor

Attest:

---

City Clerk

Approved as to form:

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City Attorney



**DATE:** DECEMBER 9, 2024  
**TO:** MAYOR HEPPELRY AND FAIRWAY CITY COUNCIL  
**FROM:** ABBIE ALDRIDGE, CITY CLERK  
**RE:** RESOLUTION UPDATING THE MASTER FEE SCHEDULE

---

**Background:**

Fees for City services, permits and applications are to be set through a Master Fee Schedule adopted by Resolution annually.

Attached is the proposed 2025 Master Fee Schedule which includes the following changes:

**SUMMARY CHANGES:**

Solid Waste Extra Bag Tags – currently \$1.25 changed to \$2.00 (increase by GFL)

Dog Licensing fees have been increased to user-fund pet waste stations throughout the city.

Per Altered Dog \$10.00 changed to \$20.00  
Per Unaltered Dog \$25.00 changed to \$50.00

Building Permit 3<sup>rd</sup> Inspection Fee - The original permit fee has been established to cover the processing, plan review, and inspections. However, after multiple inspection failures staff time exceeds the original inspection estimate. As such, staff recommends charging a \$50.00 re-inspection fee for a 3<sup>rd</sup> inspection of the same item.

Short-term Rental License – currently \$120.00 change to \$240.00

Items referenced by Code but have not been recorded on the fee schedule:

Temporary Alcohol Permit per event: \$25.00

Caterers License (annual license): \$150.00

Solicitor: \$50.00 per solicitor

Peddler: \$50.00 #1 peddler and \$25.00 for each additional peddler at the stand

Parade Permit: \$25.00 with Police Chief approval

Alarm Permit: \$10.00 onetime fee

False Alarm Fees: 5 -7 times \$10.00 each occurrence  
8 – 11 times \$50 each occurrence  
12 – 15 times \$75.00 each occurrence  
16 – over \$100.00 each occurrence

**Recommendation:**

Staff recommends approval of the Resolution and attached Master Fee Schedule.

**Attachments:**

- Resolution and Master Fee Schedule



**CITY OF FAIRWAY  
RESOLUTION NO. 2024-E**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF FAIRWAY,  
KANSAS, UPDATING THE MASTER FEE SCHEDULE FOR THE CITY.**

WHEREAS, the Governing Body establishes the fees for all City services, permits and applications, most recently on December 13, 2023, by Resolution 2023-H; and

WHEREAS, City staff has reviewed the fees and method by which the fees are assessed in the City of Fairway; and

WHEREAS, City staff determined that the attached current Master Fee Schedule reflects equitable fees for services and licenses; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Fairway, Kansas, that the Master Fee Schedule adopted December 13, 2023, by Resolution 2023-H is hereby repealed.

BE IT FURTHER RESOLVED that the Master Fee Schedule attached as Exhibit A and incorporated herein by this reference, is hereby adopted and shall apply starting January 1, 2025.

Adopted by the Governing Body this 9<sup>th</sup> day of December 2024. APPROVED

AND SIGNED by the Mayor this 9<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Melanie Hepperly, Mayor

ATTEST:

\_\_\_\_\_  
Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Todd LaSala, City Attorney



EXHIBIT A

**MASTER FEE SCHEDULE**

The following fee schedule was approved by the Fairway City Council on December 9, 2024, per Resolution 2024-E.

<b>Administration Fees</b>	
Record Search - as set by City Code	\$25.00 per hour
Photocopies - as set by City Code	\$ .50 per page
Photocopies of blueprints/plans	\$10.00 per page
Returned Check Fee	\$30.00
Solid Waste Bag Tags	\$ 2.00 per tag
<b>Cereal Malt Beverage, Drinking Establishment Licenses, &amp; Temporary Alcohol Permit</b>	
Cereal Malt Beverage-consumption on premises	\$200.00 annual fee
Cereal Malt Beverage-consumption off premises	\$ 50.00 annual fee
Drinking Establishment	\$250.00 annual fee
Temporary Alcohol Permit (per event)	\$25.00
Caterers License	\$150.00 annual fee
<b>Dog Licenses</b>	
Neutered/Spayed	\$20.00
Unaltered	\$50.00
Late fee beginning April 1	\$10.00
Late fee beginning May 1	\$20.00
Late fee beginning June 1 (citation plus court cost)	\$30.00
Replacement Tag	\$ 1.00
Application for exception to animal regulations	\$25.00
<b>Occupational Licenses-Commercial</b>	
0 – 4,999 square feet	\$.04 per square foot, but not less than \$50.00
5,000 – 9,999 square feet	\$0.0375 per square foot
10,000 – 24,999 square feet	\$0.0350 per square foot
25,000 – 49,999 square feet	\$0.0300 per square foot
50,000 – and over	\$0.0250 per square foot
Drive-Through Facilities	\$50.00 per lane in addition to interior square footage
<b>Occupational Licenses-Residential</b>	
Rental License	\$120.00
Short-term Rental License	\$240.00
Rental/Non-Owner Occupied and Property Inspection	\$ 30.00
Home Occupation	\$ 50.00
<b>Solicitor and Peddler Permits (30-day period)</b>	
Solicitor – Traveling within City	\$ 50.00 per solicitor

Peddler – Stationary Temporary Stand / Truck		\$ 50.00 #1 peddler with each additional peddler at stand \$25.00	
<b>Building Permits-All</b>			
Failure to Obtain Building Permit/Stop Work Order		Permit fee is tripled	
3 <sup>rd</sup> inspection (after 2 failed inspections of same item)		\$50.00	
<b>Building Permits-Residential-Flat Fee</b>		Permit Fee	
Deck		\$200.00	
Demolition of Structure or Structural Components		\$150.00	
Demolition-Interior-Non-Structural		\$100.00	
Driveway		\$100.00	
Electrical		\$100.00	
Fence		\$100.00	
Floodplain Review		\$375.00	
Footing/Foundation		\$100.00	
Generators		\$250.00	
HVAC/Mechanical		\$100.00	
Patio/Porch Slab/Flatwork		\$100.00	
Pool/Spa-above ground less than 42-inch depth		\$100.00	
Plumbing		\$100.00	
Roof		\$100.00	
Siding		\$100.00	
Storage Shed		\$100.00	
Right-of-Way		\$100.00	
Failure to Obtain Building Permit/Stop Work Order		\$Permit fee is tripled	
<b>Building Permits-Additions</b>		Permit valid for 180 days	
Project Square Footage	Plan Review	Inspection Fees	Total Fee
0 -- 3,000	\$500.00	\$1000.00	\$1500.00
3,001 -- 5,000	\$600.00	\$1000.00	\$1600.00
> 5,001	\$700.00	\$1000.00	\$1700.00
Failure to Obtain Building Permit/Stop Work Order	\$Permit fee tripled		
Temporary Certificate of Occupancy – 1 <sup>st</sup> Month		\$75.00	
- 2 <sup>nd</sup> Month		\$100.00	
- 3 <sup>rd</sup> Month		Council approval required plus \$100 each month	
<b>Building Permits-Remodel &amp; Misc-Residential-No-Structural Alterations</b>		Permit valid for 180 days	
Project Cost	Plan Review Fee	Inspection Fee	Total Fee
\$0 -- \$10,000	\$50.00	\$200.00	\$250.00
\$10,001 -- \$25,000	\$75.00	\$225.00	\$300.00
\$25,001 -- \$50,000	\$125.00	\$275.00	\$400.00
\$50,001 -- \$100,000	\$175.00	\$325.00	\$500.00
\$100,001 -- \$200,000	\$225.00	\$375.00	\$600.00
Over \$200,001	\$275.00 + \$50.00 for each \$25,000 over \$200,000.	\$425.00	
Failure to Obtain Building Permit/Stop Work Order		\$Permit fee is tripled	

Temporary Certificate of Occupancy - 1 <sup>st</sup> Month		\$75.00	
2 <sup>nd</sup> Month		\$100.00	
3 <sup>rd</sup> Month and after		Council approval required plus \$100 each month	
<b>Building Permits-Remodel &amp; Misc-Residential-Structural Alterations</b>		<b>Permit valid for 180 days</b>	
<b>Project Cost</b>	<b>Plan Review Fee</b>	<b>Inspection Fee</b>	<b>Total Fee</b>
\$0 -- \$10,000	\$125.00	\$300.00	\$425.00
\$10,001 -- \$25,000	\$200.00	\$350.00	\$550.00
\$25,001 -- \$50,000	\$275.00	\$400.00	\$675.00
\$50,001 -- \$100,000	\$300.00	\$450.00	\$750.00
\$100,001 -- \$200,000	\$350.00	\$500.00	\$850.00
Over \$200,001	\$400.00 + \$50.00 for each \$25,000 over \$200,000.	\$550.00	
Failure to Obtain Building Permit/Stop Work Order		\$Permit fee tripled	
Temporary Certificate of Occupancy – 1 <sup>ST</sup> Month		\$75.00	
2 <sup>nd</sup> Month		\$100.00	
3 <sup>rd</sup> Month and after		Council approval required plus \$100 for each month	
<b>Building Permits-New SFR-Permit valid for 1 year</b>		<b>Permit Fee</b>	
Fee is per square foot (includes basement and garage)		\$1.00 per square foot	
Requires Planning Commission application and approval		\$150.00	
<b>Building Permits-Commercial-Valid for 1 year</b>			
<b>Project Cost</b>	<b>Permit Fee</b>		
\$1.00 -- \$2,000.00	\$25.00 for the first \$500.00 plus \$3.10 for each additional \$100.00 or fraction thereof to and including \$2,000.00		
\$2,001.00 -- \$25,000.00	\$70.00 for the first \$2,000.00 plus \$14.30 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00		
\$25,001.00 -- \$50,000.00	\$400.00 for the first \$25,000.00 plus \$10.30 for each additional \$1,000.00 or fraction thereof to and including \$50,000.00		
\$50,001.00 -- \$100,000.00	\$657.00 for the first \$50,000.00 plus \$7.15 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00		
\$100,001.00 - \$500,000.00	\$1,020.00 for the first \$100,000.00 plus \$5.70 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00		
\$500,001.00 - \$1,000,000.00	\$3,300.00 for the first \$500,000.00 plus \$4.85 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00		
\$1,000,001.00 and greater	\$5,721.00 for the first \$1,000,000.00 plus \$3.25 for each additional \$1,000.00 or fraction thereof.		
Plan Review Fee	65% of Building Permit Fee as shown in table above		
Temporary Certificate Occupancy	\$150.00		
Certificate of Occupancy	\$ No Fee – included in permit		
Banners & Temporary Signs	\$ 45.00		
Business Signs	\$105.00		
Failure to Obtain Building Permit/Stop Work Order	Permit fee is tripled		
Sprinkler System	\$350.00		
Fire Alarm System	\$150.00		

<b>Zoning Fees</b>	
Planning Commission	\$150.00
Board of Zoning Appeals	\$150.00
Special Use Permit-Residential	\$275.00 per City Code 15-683 + PC fee of \$150.00
Special Use Permit-Commercial	\$550.00 per City Code 15-683 + PC fee of \$150.00

Pool Memberships & Gate Passes	Fees	
	Fairway Resident	Non-Resident
Daily Pass per person (3 yrs and up)	\$ 6.00	\$ 9.00
Individual (3 yrs and up)	\$ 40.00	\$ 70.00
Senior Individual (62 and over)	\$ 35.00	\$ 65.00
NEJOCO Super Pass-Individual	\$ 20.00	\$ 25.00
Replacement card	\$ 5.00	\$ 5.00
Facility Rentals for Large Park Shelter and Pool	Fees	
	Fairway Resident	Non-Resident
Shelter-Half Day	\$ 35.00	\$ 50.00
Shelter-Full Day	\$ 50.00	\$ 65.00
Groups exceeding 50, additional	\$ 20.00	\$ 20.00
Facility Rentals at City Hall and Pool House	Hourly fee – minimum of 2 hours	
Location/Capacity		
City Hall MPR/93 people	\$ 80.00	
City Hall Chamber/80 people	\$ 60.00	
Pool House-Full Space/58 people	\$ 40.00	
Temporary Alcohol Permit in/on City Property	\$ 80.00 resident	\$100.00 non-resident
Police/Administration	Fees	
Record Search/Discovery	\$25.00 per hour	
Flash Drive/Digital Evidence	\$25.00	
In Person Viewing of Video	\$15.00 per hour	
Photocopies	\$ .50 per page	
Security Alarm Permit	\$10.00 onetime fee	
Security False Alarm Fees: 5 - 7 times	\$10.00 each occurrence	
8 – 11 times	\$50.00 each occurrence	
12 – 15 times	\$75.00 each occurrence	
16 and over	\$100.00 each occurrence	
Parade Permit	\$25.00	
Postage to mail records	USPO rate	
Fingerprinting	Fairway Residents \$25.00	Non-Residents \$35.00
Public Works	Fees	
Code Violation Abatements	\$25.00 per hour	
Equipment	FEMA schedule of equipment rates	



*Department of Public Works*

**December 5, 2024**

**Mayor Melanie Hepperly  
City Council  
City Attorney Anna M. Krstulic  
City of Fairway**

**Re: No Parking Ordinance Update**

This Ordinance will update Mission Road's permitting parking times to be consistent with 62<sup>nd</sup> Street's permitted parking times. It will also update 62<sup>nd</sup> Street's permitted parking times with what is currently signed.

Staff recommends approval of the ordinance.

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

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**Sec. 10-60. Parking: traffic hazard, prohibited.**

- (a) No person shall park, stop or leave standing any vehicle in any street, alley or avenue, whether attended or unattended, in a manner or in a position so as to create a traffic hazard or so as to endanger vehicular or pedestrian travel on that street. This Section 10-60 shall not apply to the driver of any vehicle that is disabled to the extent that it is impossible to avoid stopping and temporarily leaving that disabled vehicle stopped in that position, who takes reasonable prompt action to have the vehicle removed to a safe place.
- (b) Parking is prohibited at all times at the following locations:
- (1) On the north side of 62nd Street from a point thirty feet (30') west of Mission Road to Mission Road and from a point thirty feet (30') east of the entrance to the City park parking lot to the entrance to the City park parking lot;
  - (2) On the east side of Roe Avenue from the south City limits to the north City limits, except in designated marked parking areas;
  - (3) On the west side of Mission Road from Shawnee Mission Parkway north five hundred feet (500');
  - (4) On the east side of Buena Vista from Shawnee Mission Parkway to 53rd Street;
  - (5) On the south side of 53rd Street from Chadwick to Norwood;
  - (6) On the east side of Belinder from State Park Road to Shawnee Mission Parkway;
  - (7) On the north side of 62nd Street from a point approximately eighty-six and eleven one-hundredths (86.11) feet east of Roe Avenue to Roe Avenue;
  - (8) Belinder Road, both sides, north of Shawnee Mission Parkway to the City limit;
  - (9) On the east side of Fairway Road from Shawnee Mission Parkway to 53rd Street;
  - (10) On the south side of 62nd Street from a point approximately thirty-six (36) feet west of Mission Road to Mission Road;
  - (11) On the north side and south side of 60th Street from a point approximately one hundred fifty feet (150') east of Roe Avenue to Roe Avenue;
  - (12) On the west side of Fairway Road from a point approximately ninety-five feet (95') north of Shawnee Mission Parkway to Shawnee Mission Parkway; and
  - (13) On the south side of 55th Street from Shawnee Mission Parkway west five hundred eighty-seven feet (587').
- (c) Parking is further prohibited from 7:00 a.m. to 7:00 p.m. at the following locations:
- (1) On the south side of 62nd Street from Roe Avenue to Granada Street, except that the time limitation specified above shall not apply on weekends and holidays recognized by the City; and
  - (2) ~~From~~ On the east side of Mission Road from Shawnee Mission Parkway to 53rd Street.

(Prior Code, § 14-213; Ord. No. 974; Ord. No. 990; Ord. No. 1095; Ord. No. 1154; Ord. No. 1159; Ord. No. 1197; Ord. No. 1351; Ord. No. 1386; Ord. No. 1412; Ord. No. 1437; Ord. No. 1460; Ord. No. 1490; Ord. No. 1507; Ord. No. 1512; Ord. No. 1537, § 32, 9-10-2012; Ord. No. 1556, § 31, 9-9-2013; Ord. No. 1583, § 33, 11-10-2014; Ord. No. 1605, § 33, 12-14-2015; Ord. No. 1634, § 33, 10-10-2016; Ord. No. 1657, § 33, 12-11-2017; Ord. No. 1675, § 33, 9-10-2018; Ord. No. 1704, § 33, 10-14-2019; Ord. No. 1729, § 17, 1-11-2021; Ord. No. 1751, § 17, 11-8-2021; Ord. No. 1800, § 1, 2-12-2024)

State law reference(s)—Authority to regulate or prohibit stopping, standing or parking, K.S.A. 8-2002(a)(1).

## ORDINANCE NO. 1818

### AN ORDINANCE AMENDING THE PARKING RESTRICTIONS IN THE LOCAL TRAFFIC REGULATIONS OF THE FAIRWAY CITY CODE; AMENDING AND REPEALING EXISTING SECTION 10-60 OF THE FAIRWAY CITY CODE.

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

**SECTION 1.** Existing Section 10-60 of the Fairway City Code is hereby amended to read as follows:

**Sec. 10-60. Parking: traffic hazard, prohibited.**

- (a) No person shall park, stop or leave standing any vehicle in any street, alley or avenue, whether attended or unattended, in a manner or in a position so as to create a traffic hazard or so as to endanger vehicular or pedestrian travel on that street. This Section 10-60 shall not apply to the driver of any vehicle that is disabled to the extent that it is impossible to avoid stopping and temporarily leaving that disabled vehicle stopped in that position, who takes reasonable prompt action to have the vehicle removed to a safe place.
  
- (b) Parking is prohibited at all times at the following locations:
  - (1) On the north side of 62nd Street from a point thirty feet (30') west of Mission Road to Mission Road and from a point thirty feet (30') east of the entrance to the City park parking lot to the entrance to the City park parking lot;
  - (2) On the east side of Roe Avenue from the south City limits to the north City limits, except in designated marked parking areas;
  - (3) On the west side of Mission Road from Shawnee Mission Parkway north five hundred feet (500');
  - (4) On the east side of Buena Vista from Shawnee Mission Parkway to 53rd Street;
  - (5) On the south side of 53rd Street from Chadwick to Norwood;
  - (6) On the east side of Belinder from State Park Road to Shawnee Mission Parkway;
  - (7) On the north side of 62nd Street from a point approximately eighty-six and eleven one-hundredths (86.11) feet east of Roe Avenue to Roe Avenue;
  - (8) Belinder Road, both sides, north of Shawnee Mission Parkway to the City limit;
  - (9) On the east side of Fairway Road from Shawnee Mission Parkway to 53rd Street;
  - (10) On the south side of 62nd Street from a point approximately thirty-six (36) feet west of Mission Road to Mission Road;



(11) On the north side and south side of 60th Street from a point approximately one hundred fifty feet (150') east of Roe Avenue to Roe Avenue;

(12) On the west side of Fairway Road from a point approximately ninety-five feet (95') north of Shawnee Mission Parkway to Shawnee Mission Parkway; and

(13) On the south side of 55th Street from Shawnee Mission Parkway west five hundred eighty-seven feet (587').

(c) Parking is further prohibited from 7:00 a.m. to 7:00 p.m. at the following locations:

(1) On the south side of 62nd Street from Roe Avenue to Granada Street, *except* that the time limitation specified above shall not apply on weekends and holidays recognized by the City; and

(2) On the east side of Mission Road from Shawnee Mission Parkway to 53rd Street.

**SECTION 2.** Existing Section 10-60 of the Fairway City Code is hereby repealed. The repeal of any ordinance or parts of an ordinance by this Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding under or by virtue of the repealed ordinance.

**SECTION 3.** This Ordinance shall be construed as follows:

a. Liberal Construction: The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, welfare and convenience.

b. Savings Clause: The repeal of any ordinance or Code section, as provided herein, shall not revive an ordinance previously repealed, nor shall the repeal affect any right that accrued, any duty imposed, any penalty incurred or any proceedings commenced, under or by virtue of the ordinance repealed. Any ordinance or Code repealed continues in force and effect after the passage, approval, and publication of this Ordinance for the purpose of pursuing these rights, duties, penalties or proceedings.

c. Invalidity: If for any reason any chapter, article, section, subsection, sentence, portion or part of this Ordinance, or the application thereof to any person or circumstance, is declared to be unconstitutional or invalid, that decision shall not affect the validity of the remaining sections of this ordinance, the Code or other ordinances.

**SECTION 4.** This Ordinance shall take effect and be in force from and after its publication, or the publication of a certified summary thereof, in the official City newspaper.

*[Remainder of page intentionally left blank; signatures follow.]*

**PASSED** by the City Council on December 9, 2024. **APPROVED** by the Mayor.

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Melanie Hepperly, Mayor

ATTEST:

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Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

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City Attorney



**STAFF REPORT**  
**City Council**  
**December 9, 2024**

**TO:** Mayor Hepperly  
City Council Members

**FROM:** Nathan Nogelmeier, City Administrator  
Anna Krstulic, City Attorney

**SUBJECT:** Sprint Franchise Renewal

On December 13, 2004, the City and Sprint Communications Company L.P. ("Sprint") entered into a contract franchise to allow Sprint to construct, operate and maintain a communications system within the City, pursuant to Ordinance No. 1331 and authorized by K.S.A. 12-2001.

Ordinance No. 1819 renews Sprint's contract franchise and contains the necessary provisions typically included in the City's franchises, including compliance with City regulations applicable to use and occupancy of the public rights-of way and requirements for permitting, insurance, performance and maintenance bond, and indemnification. The initial term of the franchise will expire on December 31, 2025, and will automatically renew for up to 8 successive 2-year periods unless either party provides 6 months' prior written notice of intent not to renew.

Sprint will pay the City a franchise fee of \$2.75 per access line per month, which is the maximum amount authorized by K.S.A. 12-2001(j). The City does have the option to switch to a fee in the maximum amount of 5% of Sprint's gross receipts collected within the City, upon notifying Sprint at least 90 days before the end of the calendar year that it intends to switch to a gross receipts fee in the following calendar year.

**ATTACHMENTS:**

Ordinance No. 1819

**ORDINANCE NO. 1819**

**AN ORDINANCE GRANTING TO SPRINT COMMUNICATIONS COMPANY L.P. A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF FAIRWAY, KANSAS.**

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

**SECTION 1. DEFINITIONS.**

For the purposes of this Ordinance No. 1819 (this "Ordinance"), the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001, and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Fairway, Kansas.
- f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide local exchange telecommunications services within the City.
- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.

- h. "Grantee" - means Sprint Communications Company L.P., a telecommunications service provider providing service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; and (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

## **SECTION 2. GRANT OF CONTRACT FRANCHISE.**

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of any telecommunication service or system, including but not limited to, supplying local exchange telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Ordinance, subject to the terms and conditions of this Ordinance.

- b. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- c. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522(5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- d. This authority shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

### **SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.**

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Ordinance, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, the City's Ordinance Relating to Managing the Use and Excavation of the Public Right-of-way of the City of Fairway, Kansas, adopted as Ordinance No. 1284, and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.
- d. The grant of this usage of the Public right-of-way by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated herein. It does not:
  - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
  - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way,

specifically including, but not limited to, parkland property, City Hall property or public works facility property; or

- (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.

#### **SECTION 4. COMPENSATION TO THE CITY.**

- a. In consideration of this Ordinance, Grantee agrees to remit to the City a franchise fee of \$2.75 per Access line per month. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Ordinance shall continue to be based on a sum equal to \$2.75 per Access line per month, unless the City notifies Grantee prior to 90 days before the end of the calendar year that it intends to switch to a Gross Receipts fee in the following calendar year; provided, such Gross Receipts fee shall not exceed 5% of Gross Receipts. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to 90 days before the end of the calendar year.
- b. Beginning January 1, 2004, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001(m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon 45 days' prior written request by the City, but no more than once per quarter, Grantee shall submit to the City a certified statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within 60 days of the effective date of this Ordinance, Grantee shall pay to the City a one-time application fee of \$1,000.00. The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Ordinance.

- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. The franchise fee is compensation pursuant to K.S.A. 12-2001(j) and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or a gross receipts (franchise) fee to the City on those Access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a franchise ordinance.

## **SECTION 5. INDEMNITY AND HOLD HARMLESS.**

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such party is responsible for the harm or damage by its negligence or intentional conduct. The City and its authorized contractors shall be responsible for taking reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

## **SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND**

- a. During the term of this Ordinance, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:



- (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
  - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, for bodily injury, death, property damage, personal injury and contractual liability with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Ordinance, provided that such "additional insured" coverage shall be on a primary and noncontributory basis with respect to the City's own coverage and, notwithstanding the general limits of insurance described above and elsewhere, provide limits to the City of no more (and no less) than Five Hundred Thousand Dollars (\$500,000) per occurrence.
  - (3) Grantee may satisfy the required insured amounts set forth in this section by any combination of primary and excess or "umbrella" insurance policies.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and, as such, Grantee has the ability to provide coverage in the above amounts.
  - c. Grantee shall, as a material condition of this Ordinance, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City 30 days' prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
  - d. Grantee shall, as a material condition of this Ordinance, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of \$50,000, payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

## **SECTION 7. REVOCATION AND TERMINATION.**

In case of failure on the part of Grantee to comply with any of the provisions of this Ordinance, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Ordinance, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Ordinance shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have 60

days thereafter in which to comply with the conditions and requirements of this Ordinance. If at the end of such 60-day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Ordinance by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Ordinance is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said 60-day period, but in good faith Grantee has timely commenced its cure and is diligently prosecuting the completion of the same, Grantee shall be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Ordinance, Grantee shall have 30 days to appeal such decision to the District Court of Johnson County, Kansas. This Ordinance shall be deemed revoked and terminated at the end of this 30-day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Ordinance or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

#### **SECTION 8. RESERVATION OF RIGHTS.**

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Ordinance, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Ordinance, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g., the City's right-of-way ordinance referenced in Section 3b of this Ordinance), and/or rulings.

## **SECTION 9. FAILURE TO ENFORCE.**

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Ordinance shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

## **SECTION 10. TERM AND TERMINATION DATE.**

- a. This Ordinance shall be effective for a term beginning on the effective date of this Ordinance and ending on December 31, 2025. Thereafter, this Ordinance will automatically renew for up to eight additional two (2) year terms, unless either party notifies the other party of its intent to terminate the Ordinance at least 180 days before the termination of the then current term. The additional term shall be deemed a continuation of this Ordinance and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Ordinance shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Ordinance granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Ordinance. In the event of such invalidity, if Grantee is required by law to enter into an Ordinance with the City, the parties agree to act in good faith in promptly negotiating a new Ordinance.
- d. Amendments under this Section, if any, shall be made by ordinance as prescribed by statute. This Ordinance shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new franchise or an amendment to this Ordinance upon the termination date of this Ordinance, the parties by written mutual agreement may extend the termination date of this Ordinance to allow for further negotiations. Such extension period shall be deemed a continuation of this Ordinance and not as a new franchise ordinance or amendment.

## **SECTION 11. POINT OF CONTACT AND NOTICES**

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt

requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

**The City:**

The City of Fairway, Kansas  
5252 Belinder  
Fairway, Kansas 66205  
Attn: City Clerk  
(913) 381-7755 fax

**Grantee:**

Sprint Communications Company, L.P.  
c/o Cogent Communications, Inc.  
2450 N Street, NW, 4th Floor  
Washington, DC 20037  
Attn: VP of Infrastructure

With a copy to:

Sprint Communications Company, L.P.  
c/o Cogent Communications, Inc.  
2450 N Street, NW, 4th Floor  
Washington, DC 20037  
Attn: Legal Department

or to replacement addresses that may be later designed in writing.

**SECTION 12. TRANSFER AND ASSIGNMENT.**

This Ordinance is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to any entity controlling, controlled by or under common control with Grantee. The parties acknowledge that said City consent shall only be with regard to the transfer or assignment of this Ordinance, and that, in accordance with Kansas Statute, the City does not have the authority to require City approval of transfers of ownership or control of the business or assets of Grantee. In the event of any transfer or assignment of either this Ordinance or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Ordinance with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment. In the event an entity acquires substantially all of the assets of Grantee, said successor entity shall be allowed to operate under this Ordinance for up to 180 days from the date of transfer; provided, within 30 days from the date of transfer said successor entity makes application with the City for either a new ordinance or the transfer of this Ordinance, and provides the City with written evidence satisfying the obligations under this Ordinance with regard to indemnity, bonding and insurance.

**SECTION 13. CONFIDENTIALITY.**

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request

of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Ordinance.

**SECTION 14. ACCEPTANCE OF TERMS.**

Grantee shall have 60 days after the final passage and approval of this Ordinance to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Ordinance, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Ordinance and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas.

**SECTION 15. PAYMENT OF PUBLICATION COSTS.**

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Ordinance, and any amendments thereof.

**SECTION 16. SEVERABILITY.**

If any clause, sentence, or section of this Ordinance, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Ordinance is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Ordinance.

**SECTION 17. FORCE MAJEURE.**

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

**SECTION 18. REPEAL.**

Grantee's prior franchise ordinance, as adopted by City Ordinance No. 1331, is hereby repealed; provided, such repeal shall in no manner rescind Grantee's franchise fee obligations to the City thereunder, and such obligations, if any, shall survive until paid in full.

PASSED by the Governing Body of the City of Fairway, Kansas on December 9, 2024.

APPROVED by the Mayor on December 9, 2024.

\_\_\_\_\_  
Melanie Hepperly, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Abbie Aldridge, City Clerk

\_\_\_\_\_  
City Attorney