

SPECIAL CITY COUNCIL MEETING

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

Wednesday, November 13, 2024
6:30 p.m.

1. Call to Order and Announcements
2. Pledge of Allegiance
3. Public Comment* for Consent Agenda items only

4. Consent Agenda

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

- A. Approve minutes of previous regular City Council meeting
- B. Approve Claims and Appropriations – Ordinance #1816 – October 2024
- C. Approve agreement with Water Resources Solutions for a Preliminary Project Study regarding State Park Road flooding in an amount not to exceed \$73,000
- D. Approve 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

5. 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 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
- 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
 - 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
 - D. Consider agreement with Burns & McDonnell for the design of 2025 and 2026 CIP Projects
 - E. Consider agreement with Lamp Rynearson for engineering services related to the re-design of the Fairway Pool main drain
 - 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

6. Adjournment

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

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

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

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

The Council of the City of Fairway, Kansas, held their regular meeting at 6:30 P.M. at 5240 Belinder Road, Fairway, Kansas, on Monday, October 14, 2024.

Present: Council Members Jenna Brofsky, David Watkins (by phone), Jerry Williams; Kelly Ann Buszek, Lee Story, Dan Bailey, Joseph Levin and Tanya Keys.

Absent: None.

Presiding: Mayor Melanie Hepperly.

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

Visitors: Officer Gary Schemper, Fairway Police Department.

CALL TO ORDER AND ANNOUNCEMENTS

Mayor Hepperly called the meeting to order. She announced that Councilman Watkins would be participating in the meeting by phone. She also stated that Items C and D under New Business are being removed from the Agenda and will be considered at the November City Council Meeting.

PLEDGE OF ALLEGIANCE

Mayor Hepperly led the Council in the Pledge of Allegiance.

PROCLAMATIONS: INDIGENOUS PEOPLES DAY and NATIONAL FIRST RESPONDERS' DAY

Mayor Hepperly read a Proclamation designating Monday, October 14, 2024 as Indigenous Peoples Day in the City of Fairway. She urged citizens to reflect upon the culturally diverse struggles of Indigenous people on this land.

Mayor Hepperly next read a Proclamation designating October 28, 2024 as National First Responders' Day in the City of Fairway. She urged all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies, paying tribute to public works first responders alongside law enforcement, firefighters, paramedics, emergency medical technicians, 911 operators, and other emergency personnel to recognize the substantial contributions they make to protecting our national health and safety and advancing the quality of life for all.

MONTHLY REPORTS OF STANDING COMMITTEES

CONSOLIDATED FIRE DISTRICT NO. 2, CHIEF CHICK

Mayor Hepperly explained that the Consolidated Fire District No. 2 reports are provided on a quarterly basis and tonight there will be no report.

ADMINISTRATION AND FINANCE COMMITTEE, MR. NOGELMEIER

Monthly Report

City Administrator Nogelmeier referred to the report in the packet, subject to questions. He discussed two contracts he signed this month relating to physical capacity testing for new employees and bond compliance services with Gilmore and Bell. He reported that because the November meeting falls on Veterans' Day, which is a Federal holiday, the meeting will be held on Tuesday, November 12, 2024 at 6:30 P.M.

Responding to Councilwoman Brofsky's question, City Administrator Nogelmeier stated that the City would add a link to Fairway's website for the County's instructions to individuals concerning restrictive declarations.

Councilman Williams thanked City Administrator Nogelmeier for his research and follow up related the restrictive declarations issue.

Moving on to the Finance report, City Administrator Nogelmeier stated that sales tax came in at about \$230,000, which is well over budget. City finances are in a stronger position than they were at this time last year. While sales tax collections are down about 4 percent from last year, any adjustments in terms of budgeting moving forward will be manageable. He expects discussions concerning projections of end of year transfers at the October Committee meeting.

POLICE COMMITTEE, CHIEF THURLO

Monthly Report

Chief Thurlo introduced Officer Gary Schemper and his family who were present at the meeting. He discussed Officer Schemper's background, stating that he began his career in 2007 in Hawaii and then moved to other agencies, including the cities of Roeland Park and Shawnee, where he received the Lifesaving Award. He came to Fairway where he has met and exceeded Department standards, received the Exemplary Service Award, and is a firearms instructor. Officer Schemper's work ethic and attention to detail are phenomenal.

Chief Thurlo announced Officer Schemper's promotion to Sergeant and his wife placed the pin on his uniform.

Mayor Hepperly stated that she is very proud of the work of the Police Department and she congratulated Officer Schemper on his promotion.

Chief Thurlo referred to the Police Department report in the packet, subject to question. He reported that they have dealt with a number of stolen autos over the last month. They have also recovered some stolen autos, and one stolen auto was used in numerous crimes throughout the metro. The Department continues to see violent crime through the metropolitan area and Fairway's officers are being vigilant in responding to those situations.

PUBLIC WORKS COMMITTEE, MR. STOGSDILL

Monthly Report

Director Stogsdill referred to the report in the packet subject to questions. He discussed the retirement of Equipment Operator John Murphy in September and also reported that a new employee, Giovanni Rosales, has been hired and began work on September 30, 2024.

Responding to Councilwoman Brofsky's question, Director Stogsdill discussed the progress of the CARS project underway on Roe which they expect to be completed next week.

PARKS AND RECREATION COMMITTEE, MR. SOEKEN

Monthly Report

Director Soeken referred to his report in the packet, subject to questions. He discussed the Fall Festival at the Shawnee Indian Mission. In addition, the 75th Anniversary events wrapped up last weekend and Director Soeken thanked his staff for their wonderful work in setting up and carrying out those events.

Director Soeken also discussed the Fairway Pool Report that is included in the packet. The report paints a good picture of what is happening at the Pool. It shows that they reached a 70 percent cost recovery rate this year, which is the highest it has been since he has been with the City.

Finally, Director Soeken explained that they are getting bids for the landscaping project at Peterson Park and the Fairway Pool and hopefully the work will begin before the end of the year.

Mayor Hepperly thanked Director Soeken for his work in reaching the 70 percent cost recovery rate at the Pool. While City Administrator Nogelmeier started Fairway on that runway when he was Director of Parks and Recreation, Director Soeken has taken it to another level.

Several Councilmembers also thanked Director Soeken for the very informative Pool Report. There is a discussion requesting that the Pool Report be posted online.

Responding to Councilman Story's question concerning the number of declining swimmers on the swim team, Director Soeken stated that is trending metro wide, especially for recreational teams. More competitive leagues are not experiencing the same declines.

Further responding, Director Soeken discussed the graph showing attendance at the Pool over the last several years. He stated that he is comfortable with the attendance this year. He did note that the Kid's Camp is one area that needs work because it is so popular; however, they are looking at adding more room, which should help the situation.

Responding to Councilwoman Brofsky's question, Director Stogsdill explained that the sign up for the driveway Trick-or-Treat event ended today. He noted that 150 people are registered, which is about 80 homes in Fairway.

MONTHLY REPORTS OF SPECIAL COMMITTEES

Tree Board

Director Stogsdill stated that the Tree Board is scheduled to meet on October 30, 2024 at 12:00 P.M. at City Hall.

APPROVAL OF CONSENT AGENDA

Mayor Hepperly outlined the two 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 #1813 – September 2024.

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

Councilman Williams moved that the Council approve items A and B on the Consent Agenda. Councilwoman Buszek seconded the motion and the motion carried unanimously.

NEW BUSINESS

- A. Consider Planning Commission Recommendation Regarding a Sign Deviation at 4210 Shawnee Mission Parkway.

City Administrator Nogelmeier reported that the owners of the piece of property at 4210 Shawnee Mission Parkway that was not included in the development are planning to sell the property. That piece of property is close to two-thirds of an

acre and could be used for retail or commercial development. Because of all the construction activity, the owners have requested a sign that exceeds the size permitted under the Code. The Planning Commission has recommended approval of the sign deviation.

Responding to Councilman Levin's question, City Administrator Nogelmeier explained that the property is currently being used for staging of the construction project and is not part of the detention pond and the sign will be placed on the lot itself.

Responding to Councilwoman Brofsky's question, City Attorney Cook confirmed that because the property was included in the TIF, the building requirements with respect to sustainability would also apply to whoever purchases the property.

Responding to Councilman Bailey's question, City Administrator Nogelmeier would not expect the owners to request additional deviations on this lot. The Planning Commission's recommendation provides for a one-year limit on the permit and if an extension is needed, the property owner will need to come back to the Planning Commission and City Council for approval.

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

Councilman Levin moved to approve the Planning Commission's recommendation regarding a sign deviation at 4210 Shawnee Mission Parkway. Councilman Keys seconded the motion and the motion carried unanimously.

B. Consider ILA for 2025 Mission Road CARS Project.

Director Stogsdill reported that this Agreement is a standard cooperative agreement between the cities of Fairway, Roeland Park and Westwood for design of a \$2M project. Roeland Park is leading the project and Fairway has about one tenth of one percent of the project. The cost for Fairway is \$25,000, which will be paid once the design is complete. A second interlocal agreement will be considered next year with the County once County funding comes through.

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

Councilman Story moved to approve the ILA for 2025 Mission Road CARS Project. Councilman Buszek seconded the motion and the motion carried unanimously.

C. 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.

This item was continued to the November 12, 2024 City Council Meeting.

- D. 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 Section s8-25 and 8-26 of the Code of Ordinances, City of Fairway, Kansas; and Repealing Ordinance No. 1796.

This item was continued to the November 12, 2024 City Council Meeting.

COMMENTS BY GOVERNING BODY

Mayor Hepperly asked for comments by the Governing Body.

Councilman Story congratulated everyone on the successful Shawnee Mission Indian Festival and the Night at the Mission events. If residents haven't been to the Night at the Mission event, he encouraged everyone to attend to learn about the history of the building and the Indian Tribes involved. He also thinks it is a nice way to show the partnership between the City and the other entities involved in the Shawnee Indian Mission.

Councilman Story stated that he has received a lot of positive feedback from residents and he thanked the City for the installing the dog waste stations.

Councilwoman Buszek thanked everyone who attended the Ward 1 meeting last month and also thanked City Administrator Nogelmeier and Director Soeken for allowing the meeting to be held at City Hall.

Councilman Williams stated that he attended the Ward 1 meeting and he thinks he will plan to follow the lead with a Ward 2 meeting.

PUBLIC COMMENT

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

ADJOURNMENT

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

Councilwoman Brofsky moved to adjourn. Councilman Williams seconded the motion and the motion carried unanimously.

The meeting adjourned at 7:07 P.M.

Mayor Melanie Hepperly

Attest:

Barb Fox, Recording Secretary

City of Fairway
ORDINANCE #1816
October 1, 2024 - October 31, 2024

Vendor ID	Vendor	Account	Account Description	Date	Reference	Amount	Memo
EVERGY	Evergy	5230.411	Utilities	10/30/24	3004 10/18/24	203.98	9/17/24 to 10/17/24 City Hall
EVERGY	Evergy	5230.411	Utilities	10/30/24	3520 10/18/24	512.05	9/17/24 to 10/17/24 City Hall
EVERGY	Evergy	5230.411	Utilities	10/30/24	8956 10/18/24	100.12	9/17/24 to 10/17/24 City Hall
JCW 64121	Johnson County Wastewater	5230.411	Utilities	10/30/24	3920 10/22/24	31.10	City Hall 9/4/24 to 10/1/24
KGS	Kansas Gas Service	5230.411	Utilities	10/16/24	7073 10/10/24	147.10	9/6/24 to 10/7/24 City Hall
UNITEP	Unite Private Networks, LLC	5230.411	Utilities	10/02/24	S124034507	900.00	Fiber
VERIZO	Verizon Wireless	5230.411	Utilities	10/09/24	9974631230	131.52	August - September cell phones/surface pro/field tablet
WATERO64121	Water District No. 1 of Johnson County	5230.411	Utilities	10/09/24	4793 10/3/24	29.46	9/4/24 to 10/1/24 City Hall
KCLGRO	KCL Group Benefits	5250.411	Insurance	10/01/24	3216 9/11/24	108.73	October Life Insurance Premiums
MIDPUB64141	Midwest Public Risk	5250.411	Insurance	10/30/24	MPR240634	1,000.00	Auto Deductible
MIDPUB64055	Midwest Public Risk	5260.411	Health Insurance	10/02/24	10/2024 Final In	7,692.50	October Health Insurance
DOODYC	DoodyCalls of Kansas City MO	5320.411	Consultant/Engineering	10/09/24	KAN0203671	469.00	Pet Waste Station Service
DOODYC	DoodyCalls of Kansas City MO	5320.411	Consultant/Engineering	10/23/24	KAN0211615	598.00	Pet Waste Station Service
JANPRO	KCJP LLC	5330.411	Building Maintenance	10/02/24	87569	695.00	10/1/24 to 10/31/24 regular janitorial services
JANPRO	KCJP LLC	5330.411	Building Maintenance	10/30/24	88438	695.00	11/1/24 to 11/30/24 janitorial service
JAYWIN	Jayhawk Window Cleaning Co., Inc.	5330.411	Building Maintenance	10/23/24	10/17/24 CH	60.00	City Hall window cleaning
PETESP66202	Pete's Pest Control, LLC	5330.411	Building Maintenance	10/30/24	177655	60.00	Pest control
STINSO	Stinson LLP	5350.411	Legal Fees	10/30/24	43592185	392.00	Personnel
STINSO	Stinson LLP	5350.411	Legal Fees	10/30/24	43592186	6,422.40	City Attorney
ACEIMA	Ace ImageWear	5370.411	Equipment Maintenance & Licenses	10/02/24	1429294	78.88	Floor mats
ACEIMA	Ace ImageWear	5370.411	Equipment Maintenance & Licenses	10/30/24	1437370	78.88	Floor mats
LEAGUE	The League of Kansas Municipalities	5380.411	Training/Membership	10/23/24	200014304	185.00	KACM Fall Conference Registration
NOGNAT REIM	Nathan Nogelmeir	5380.411	Training/Membership	10/30/24	9/21/24 Uber	90.56	Reimbursement travel
EVERGY	Evergy	5410.411	Civil Defense Siren	10/30/24	4025 10/18/24	64.88	9/17/24 to 10/17/24 civil defense siren
GFL	GFL Environmental	5470.411	City Solid Waste and Recycling	10/09/24	AS0001293802	29,201.10	Nov. City Solid Waste
OFFICE	Office Products Alliance	5700.411	Office Supplies	10/16/24	3906730	82.98	Copy paper
CITMER	City of Merriam	5720.411	Miscellaneous	10/16/24	9/28/24 Recyclin	550.68	Paper Shred Event and Ecycling
JOCORE	Johnson County Register of Deeds	5725.411	Ordinance Violation Assessment	10/23/24	10/23/24 Ck Req	21.00	Filed Affidavit Pending Action 5553 Fairway Rd
FEDERI	Federico Duerst Consulting Group Inc.	5951.411	Contingency	10/30/24	8/8/24 Consultin	25,000.00	Consulting services
GBAARC	George Butler Associates, Inc.	5951.411	Contingency	10/30/24	84092	15,798.59	Kathy's Park study
MATCHS	Andrew R. Morris	5960.411	75th Anniversary Celebration	10/02/24	9/26/24 Band	1,200.00	Concert in the Park
Total Administration						92,600.51	
JCW 64121	Johnson County Wastewater	5230.412	Utilities	10/16/24	8131 9/26/24	40.99	PD 5252 Belinder
KGS	Kansas Gas Service	5230.412	Utilities	10/23/24	5127 10/10/24	44.07	5252 Belinder 9/6/24 to 10/7/24
VERIZO	Verizon Wireless	5230.412	Utilities	10/09/24	9974631230	894.31	August - September Surface Pro and Field Tablet
WATERO64121	Water District No. 1 of Johnson County	5230.412	Utilities	10/16/24	1151 10/3/24	30.51	5252 Belinder
MIDPUB64055	Midwest Public Risk	5260.412	Health Insurance	10/02/24	10/2024 Final In	8,850.20	October Health Insurance
OPTUMB	Optum Bank	5260.412	Health Insurance	10/02/24	6131 10/3/24	83.33	ER HSA Contributions
OPTUMB	Optum Bank	5260.412	Health Insurance	10/16/24	6131 10/17/24	83.33	ER HSA Contributions
JAYWIN	Jayhawk Window Cleaning Co., Inc.	5330.412	Building Maintenance	10/23/24	10/17/24 PD	35.00	Window cleaning
MILCRE	Mill Creek Rifle Club, Inc.	5380.412	Training	10/02/24	158	175.00	Range training
MILCRE	Mill Creek Rifle Club, Inc.	5380.412	Training	10/02/24	162	175.00	Range training
DELLMA	Dell Marketing L.P.	5455.412	Computer	10/30/24	10773709474	1,362.49	Bayless laptop/monitors
NEWMAN	Newman Signs, Inc	5475.412	Equipment Purchase	10/30/24	8 9/5/24	802.72	Traffic cones
KACOMM	KA-COMM, INC	5480.412	Radio/Radar	10/30/24	193911	45.00	Attaching radar to vehicle
JOCOGOV	Johnson County Government	5670.412	Prisoner Care	10/16/24	223089	1,020.00	July - Sept. 2024 3rd Qtr
BALLS	Balls Food	5720.412	Miscellaneous	10/30/24	83145	46.38	Flowers for Oswald anniversary
WEXBAN 4337	Wex Bank	5780.412	Car Expense	10/23/24	100284547	1,756.64	P.D Fuel
Total Police Department						15,444.97	
EEDWAR66103	E. Edwards- Kansas City	5200.413	Uniforms	10/02/24	13654	171.99	Boots for Jovany PW
CHARTE 2085	Charter Communications	5230.413	Utilities	10/02/24	1.52194E+14	434.97	Monthly phone & internet PW
CHARTE 2085	Charter Communications	5230.413	Utilities	10/30/24	1.52191E+13	434.97	Internet PW
EVERGY	Evergy	5230.413	Utilities	10/30/24	2886 10/18/24	18.30	9/17/24 to 10/17/24 4324 PW

EVERGY	Evergy	5230.413	Utilities	10/30/24	4636	10/18/24	19.60	9/17/24 to 10/17/24	5800	PW	
EVERGY	Evergy	5230.413	Utilities	10/30/24	6996	10/18/24	273.42	9/17/24 to 10/17/24	4717	PW	
JANPRO	KCJP LLC	5230.413	Utilities	10/02/24		87663	190.00	Oct. regular janitorial services		PW	
JANPRO	KCJP LLC	5230.413	Utilities	10/30/24		88532	190.00	Nov. regular janitorial services		PW	
JCW 64121	Johnson County Wastewater	5230.413	Utilities	10/30/24	6208	10/22/24	100.00	9/4/24 to 10/1/24	4717	PW	
KGS	Kansas Gas Service	5230.413	Utilities	10/23/24	2273	10/10/24	92.04	9/6/24 to 10/7/24	4717	PW	
KSONEC	Kansas One-Call System, Inc.	5230.413	Utilities	10/09/24		4090249	183.60	Monthly dig safe locates		PW	
PETESP66202	Pete's Pest Control, LLC	5230.413	Utilities	10/30/24		177640	60.00	Pest control		PW	
PRAXAI60055	Linde Gas & Equipment Inc.	5230.413	Utilities	10/09/24		45552947	63.61	Monthly cylinder rental		PW	
VERIZO	Verizon Wireless	5230.413	Utilities	10/09/24		9974631230	80.02	August - September Surface Pro and Field Tablet			
WATERO64121	Water District No. 1 of Johnson County	5230.413	Utilities	10/16/24		3217	10/3/24	28.67	Monthly	4717	PW
WATERO64121	Water District No. 1 of Johnson County	5230.413	Utilities	10/23/24		7127	10/16/24	62.74	Monthly various		PW
MIDPUB64055	Midwest Public Risk	5260.413	Health Insurance	10/02/24	10/2024	Final In	8,165.10	October Health Insurance			
OPTUMB	Optum Bank	5260.413	Health Insurance	10/02/24		6131	10/3/24	83.34	ER HSA Contributions		
OPTUMB	Optum Bank	5260.413	Health Insurance	10/16/24		6131	10/17/24	83.34	ER HSA Contributions		
BURNISM	Burns & McDonnell Engineering Co., Inc.	5320.413	Engineering	10/16/24		14516813	4,082.78	Slope letter		PW	
LAMPRY	Lamp Rynearson, Inc.	5320.413	Engineering	10/16/24		3.24053E+14	666.86	NPDES		PW	
CRYSTA	Heritage- Crystal Clean, LLC	5330.413	Building Maintenance	10/23/24		18938485	75.00	Remove used pol		PW	
LOWES 66205	Lowe's	5330.413	Building Maintenance	10/23/24		74619	16.12	Salt tank supplies		PW	
AMEEQU	American Equipment Co.	5370.413	Equipment Maintenance & Licenses	10/30/24		72666	587.61	Hyd. repair		PW	
KCARBO	K. C. Arborist	5570.413	Tree Expense	10/02/24		33576	2,270.00	Removal deadwood		PW	
KCARBO	K. C. Arborist	5570.413	Tree Expense	10/02/24		33577	595.00	Tree hanger & deadwood		PW	
KCARBO	K. C. Arborist	5570.413	Tree Expense	10/02/24		33592	1,426.55	Big removal		PW	
KCARBO	K. C. Arborist	5570.413	Tree Expense	10/02/24		33593	195.00	Remove tree hanger		PW	
BLACKM6900	Black & McDonald	5580.413	Street Lights	10/02/24		761692113	1,102.15	Monthly maintenance		PW	
EVERGY	Evergy	5580.413	Street Lights	10/09/24		4930	10/1/24	7,395.71	Monthly signals		PW
EVERGY	Evergy	5580.413	Street Lights	10/09/24		8364	9/27/24	646.60	Monthly streetlights		PW
BALLS	Balls Food	5720.413	Miscellaneous	10/09/24		83197	14.95	Water		PW	
APPMAI60673	Applied Industrial Technologies	5770.413	Materials/Supplies	10/02/24		7030596314	199.99	Bulk saw blades		PW	
APPMAI60673	Applied Industrial Technologies	5770.413	Materials/Supplies	10/16/24		7030664519	294.36	Washer fluid / grease			
JCBM	Johnson County Building Materials, Inc	5770.413	Materials/Supplies	10/23/24		72262	42.00	Mulch		PW	
JCBM	Johnson County Building Materials, Inc	5770.413	Materials/Supplies	10/23/24		72266	42.00	Mulch load # 2		PW	
LOWES 66205	Lowe's	5770.413	Materials/Supplies	10/30/24		85933	4.73	Sakrete		PW	
STRASS	Strasser True Value	5770.413	Materials/Supplies	10/02/24		461127	50.67	Oil absorbent & DEF		PW	
STRASS	Strasser True Value	5770.413	Materials/Supplies	10/09/24		461538	60.21	Oil dry & bungee's		PW	
STRASS	Strasser True Value	5770.413	Materials/Supplies	10/23/24		462075	20.36	Cleaner		PW	
WEXBAN 4337	Wex Bank	5780.413	Vehicle Expense	10/23/24		100281168	1,096.93	Monthly fuel		PW	
TREKGD	Trekk Design Group, LLC	5900.413	Capital Outlay	10/23/24		24001535	7,450.85	CDS Survey Work			
Total Public Works							39,072.14				
MIDPUB64055	Midwest Public Risk	5260.414	Health Insurance	10/02/24	10/2024	Final In	863.60	October Health Insurance			
BATHED	Bath & Edmonds, P.A.	5350.414	Legal Fees	10/23/24		88330	120.00	Public Defender			
BATHED	Bath & Edmonds, P.A.	5350.414	Legal Fees	10/23/24		88478	80.00	Public Defender			
BATHED	Bath & Edmonds, P.A.	5350.414	Legal Fees	10/23/24		88902	10.00	Public Defender			
BATHED	Bath & Edmonds, P.A.	5350.414	Legal Fees	10/23/24		89073	130.00	Public Defender			
BREWER	The Brewer Law Group, LLC	5350.414	Legal Fees	10/30/24		108	1,200.00	October prosecutor			
BUSYOL 1099	Yolanda Bustamante	5350.414	Legal Fees	10/09/24		FMC013	150.00	7/3/24 Court interpreter			
BUSYOL 1099	Yolanda Bustamante	5350.414	Legal Fees	10/09/24		FMC014	150.00	8/7/24 Court interpreter			
STANTO	Stanton & Redlingshafer, LLC	5350.414	Legal Fees	10/30/24	9/4-10/14/24	EXP	550.00	Pro-tem judge			
Total Court							3,253.60				
EVERGY	Evergy	5230.415	Utilities	10/30/24	2230	10/18/24	326.10	9/17/24 to 10/17/24		Pool House	
EVERGY	Evergy	5230.415	Utilities	10/30/24	4148	10/18/24	238.28	9/17/24 to 10/17/24		KLF Park	
EVERGY	Evergy	5230.415	Utilities	10/30/24	5686	10/18/24	532.57	9/17/24 to 10/17/24		Pump Room	
KGS	Kansas Gas Service	5230.415	Utilities	10/16/24	1445	10/7/24	50.26	9/3/24 to 10/2/24		Pool	
VERIZO	Verizon Wireless	5230.415	Utilities	10/09/24		9974631230	161.53	August - September cell phones and cradlepoint			
WATERO64121	Water District No. 1 of Johnson County	5230.415	Utilities	10/09/24		1046	10/3/24	342.02	9/4/24 to 10/1/24		Pool
WATERO64121	Water District No. 1 of Johnson County	5230.415	Utilities	10/09/24		5068	10/3/24	344.27	9/4/24 to 10/1/24		KLF park
MIDPUB64055	Midwest Public Risk	5260.415	Health Insurance	10/02/24	10/2024	Final In	3,173.90	October Health Insurance			
OPTUMB	Optum Bank	5260.415	Health Insurance	10/02/24		6131	10/3/24	83.34	ER HSA Contributions		

OPTUMB	Optum Bank	5260.415	Health Insurance	10/16/24	6131	10/17/24	83.34	ER HSA Contributions	
JANPRO	KCJP LLC	5605.415	Maintenance	10/16/24		87567	190.00	10/1/24 to 10/31/24 Pool house cleaning	
JANPRO	KCJP LLC	5605.415	Maintenance	10/30/24		88436	190.00	11/1/24 to 11/30/24 janitorial service Pool House Cleaning	
LEXING	Lexington Plumbing and Heating Company	5605.415	Maintenance	10/02/24		165125	1,797.00	Winterized pool bathrooms and building	
LOWES 66205	Lowe's	5605.415	Maintenance	10/30/24		97553	143.29	Maintenance items	
PETESP66202	Pete's Pest Control, LLC	5605.415	Maintenance	10/30/24		177665	60.00	Pool pest control	
KCW 64121	Johnson County Wastewater	5630.415	Taxes	10/09/24		2652	9/26/24	1,197.24	Pool
KSDOR 3506	Kansas Department of Revenue	5630.415	Taxes	10/15/24		1F01	9/30/24	1,070.25	September sales tax - snack bar and logo items
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/02/24		119032	120.00	Peterson Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/02/24		119050	55.00	KLF Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/16/24		119148	55.00	KLF Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/23/24		119388	120.00	Peterson Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/23/24		119424	55.00	KLF Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/23/24		119488	120.00	Peterson Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/23/24		119526	55.00	KLF Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/23/24		119609	315.00	Fertilization Program @ Peterson Park	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/23/24		119632	95.00	Fertilization Program - Round 4	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/30/24		119676	225.00	Peterson Park Irrigation winterization	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/30/24		119690	120.00	Peterson Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/30/24		119708	55.00	KLF Park mowing	
SMITHB	Smith Brothers Lawn & Landscape	5830.415	Landscaping	10/30/24		119749	110.00	KLF Park irrigation winterization	
PIZZA51	Pizza 51	5840.415	Facility Rental Supplies	10/23/24		8/23-9/15/24	EXP	777.89	Pizza for party packages at City Hall
PIZZA51	Pizza 51	5840.415	Facility Rental Supplies	10/30/24		9/21-10/19/24	EXP	471.33	Pizza for party packages at City Hall
SOEBRI REIM	Brice Soeken	5850.415	Publicity/Memberships	10/23/24		10/22/24	Apple	86.49	Reimbursement Plaud AI software recorder
HASTYA	Hasty Awards	5931.415	Special Events	10/02/24		9240487		170.01	Touch-a-truck plaques
Total Parks & Recreation							12,989.11		
GOLCON	Golconda Group LLC	5017.540	Stormwater Projects	10/02/24		3480	19,700.00	Suwanee Protect PW	
TREKKD	Trekk Design Group, LLC	5017.540	Stormwater Projects	10/02/24		24001386	519.50	Engineering Suwanee Project	
TREKKD	Trekk Design Group, LLC	5017.540	Stormwater Projects	10/23/24		24001540	2,343.50	Engineering Suwanee Project	
TREKKD	Trekk Design Group, LLC	5017.540	Stormwater Projects	10/23/24		24001542	460.00	2025 Stormwater CIP PW	
Total Storm Water Utility Fund							23,023.00		
CONFLU	Confluence, Inc.	5901.665	Parks & Rec Capital Projects	10/30/24		30266	910.00	Peterson Park Landscape Project	
Total Sales Tax Reserve Fund							910.00		
EVERGY	Evergy	5230.760	Utilities	10/23/24		9880	10/18/24	349.90	9/17/24 to 10/17/24 SIM East Bldg
EVERGY	Evergy	5230.760	Utilities	10/30/24		7158	10/18/24	106.49	9/17/24 to 10/17/24 SIM North Bldg
EVERGY	Evergy	5230.760	Utilities	10/30/24		7608	10/18/24	18.89	9/17/24 to 10/17/24 SIM Electric Pole
EVERGY	Evergy	5230.760	Utilities	10/30/24		8412	10/18/24	184.47	9/17/24 to 10/17/24 SIM West Bldg
JCW 64121	Johnson County Wastewater	5230.760	Utilities	10/30/24		468	10/22/24	48.54	9/4/24 to 10/1/24 SIM East Bldg
JCW 64121	Johnson County Wastewater	5230.760	Utilities	10/30/24		470	10/22/24	54.85	9/4/24 to 10/1/24 SIM West Bldg
KGS	Kansas Gas Service	5230.760	Utilities	10/23/24		1864	10/10/24	43.86	9/6/24 to 10/7/24 SIM
KGS	Kansas Gas Service	5230.760	Utilities	10/23/24		1982	10/10/24	43.86	9/6/24 to 10/7/24 SIM North Bldg
KGS	Kansas Gas Service	5230.760	Utilities	10/23/24		2000	10/10/24	92.04	9/6/24 to 10/7/24 SIM East Bldg
VERIZO	Verizon Wireless	5230.760	Utilities	10/09/24		9974631230		163.02	August - September phone and cell phone
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities	10/09/24		1421	10/3/24	16.57	9/4/24 to 10/1/24 SIM North Bldg
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities	10/09/24		2027	10/3/24	31.88	9/4/24 to 10/1/24 SIM East Bldg
WATERO64121	Water District No. 1 of Johnson County	5230.760	Utilities	10/09/24		2031	10/3/24	35.51	9/4/24 to 10/1/24 SIM West Bldg
ENVISI	Envision Lawn & Tree	5605.760	Maintenance	10/16/24		25596		950.00	SIM mowing
JANPRO	KCJP LLC	5605.760	Maintenance	10/16/24		87570		295.00	October Janitorial Service
JANPRO	KCJP LLC	5605.760	Maintenance	10/30/24		88439		295.00	November Janitorial Service
PETESP66202	Pete's Pest Control, LLC	5605.760	Maintenance	10/02/24		175009		180.00	SIM monthly pest control
MARGAY 1099	Gayle Martin Alexander	5920.760	Programs	10/16/24		10/9/24	Yoga	280.00	8 week Advanced Yoga classes in September
Total Shawnee Indian Mission Fund							3,189.88		
MREM	MREM Investors LLC	5896.825	Developer Distribution	10/21/24		10/21/24		5,196.50	Q3 2024 CID Disbursement
Total 55th Street CID Fund							5,196.50		
KACOMM	KA-COMM, INC	5875.900	Capital Projects	10/30/24		194239	6,313.31	New build patrol car	
PAVEME	Pavement Management, LLC	5875.900	Capital Projects	10/16/24		1805	25,008.75	2024 crack sealing	
Total Capital Improvement Fund							31,322.06		

Grand Total

227,001.77

Council Approval:



Department of Public Works

November 5, 2024

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

**Re: Professional Services Agreement for State Park Road
Preliminary Project Study (PPS)**

This agreement is between the City of Fairway and Water Resource Solutions for Preliminary Project Study of flooding on State Park Road. The study will be eligible for 75% funding through SMAC. This scope/fee includes the application process. City funds for construction and design are budgeted to come from the CIP fund.

Legal is in the review process.

Staff recommends the Fairway City Council approves the Mayor to sign the agreement, when the documents are prepared, in an amount not to exceed \$72,925.

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of _____, 2024, by and between the City of Fairway, Kansas ("CITY"), and Water Resources Solutions, LLC, a Kansas limited liability company ("CONSULTANT").

RECITALS:

A. CITY is authorized and empowered to contract with CONSULTANT for the following professional services: State Park Road Preliminary Project Study, as more particularly described in **Attachment 1** (the "Services").

B. CITY and CONSULTANT desire to enter into this Agreement to set forth the terms and conditions for CONSULTANT's provision of the Services.

AGREEMENT

PART A – SERVICES TO BE PROVIDED BY CONSULTANT:

After CITY issues a notice to proceed, CONSULTANT shall proceed with providing the Services specified in **Attachment 1**.

PART B – INSPECTIONS, CONFERENCES, AND APPROVALS:

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

PART C – COMPENSATION:

C-1. **Hourly Charge Rates and Direct Non-Salary Costs.** CITY agrees to pay CONSULTANT for the Services as follows:

- a) Billing will be based on the schedule of charges used for the Services, which is attached hereto and made part hereof.
- b) CONSULTANT shall submit all invoices for Services on forms provided by CITY.
- c) CONSULTANT shall invoice CITY monthly for all Services rendered and expenses incurred during the previous month.
- d) All invoices for Services shall be accompanied by a documented breakdown of expenses incurred, including personnel by job classification, hourly rate, and number of hours.
- e) Payment will be made monthly on the basis of invoices submitted by CONSULTANT, subject to CITY's review thereof.

- f) The term "direct non-salary costs" shall include CONSULTANT's payments to others in connection with the Services, including transportation and reproduction work. Transportation, including use of a survey vehicle or automobile in connection with the Services will be charged at the current standard mileage rates issued by the Internal Revenue Service. Reproduction work and materials required will be charged at actual cost. All "direct non-salary costs" shall be included in the maximum compensation.

C-2. **Maximum Compensation.** The maximum compensation for the Services shall be: \$72,925.00.

C-3. **Change Order.** The maximum compensation stated in Section C-2 may be adjusted by Change Order, which must be mutually agreed upon in writing by both CITY and CONSULTANT. A Change Order, if required, will be based on major changes in scope, character or complexity of the Services. Any Change Order may provide for changes in compensation, either upward or downward.

PART D – OBLIGATIONS OF CITY:

CITY, at its own expense, will:

1. Make available to CONSULTANT at City Hall, on request with reasonable notice, all existing records, maps, plans and other data possessed by CITY when such are necessary, advisable or helpful to CONSULTANT in the completion of the Services under this Agreement.
2. Designate in writing a person to act as CITY's representative with respect to the Services to be performed or furnished by CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define CITY's policies and decisions with respect to the Services. In the absence of any such designation, or until such designation is made by CITY, the City Administrator shall serve as the designated representative.

PART E – TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that in any such case, CONSULTANT, to the extent not in default, shall be paid for all Services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, CITY shall have the right to terminate the Services of CONSULTANT, irrespective of whether CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that CITY will use them in accordance with the provisions in Section G-5 of this Agreement.

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

PART F – COMMISSIONS AND FEES:

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

PART G – GENERAL CONSIDERATIONS:

G-1. **Estimates.** Since CONSULTANT has no control over the cost of labor, materials or equipment, or over contractors' methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost for the Services provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional(s) familiar with the construction industry, but CONSULTANT cannot and does not guarantee that proposals, bids or construction costs will not vary from cost estimates prepared by it.

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

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

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

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

G-3. **Indemnification.**

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

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

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

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

G-5. **Ownership of Documents; Indemnification.** All plans, designs, drawings, specifications, documents, and data in whatever medium or format, originated or prepared by CONSULTANT in contemplation of, or in the course of, or as a result of this Agreement or the Services provided hereunder, shall be promptly furnished to CITY ("City Documents and Information"). All City Documents and Information shall be the exclusive property of CITY and to the maximum extent possible under applicable copyright law shall be deemed to be "Works for Hire." To the extent that the City Documents and Information do not constitute Works for Hire under applicable copyright law, CONSULTANT hereby assigns and agrees to assign all right, title and interest in and to the City Documents and Information, including but not limited to, all copyright and patent rights therein to CITY. Neither party grants to the other any express or implied licenses under any patents, copyrights, trademarks, or other intellectual property rights, except to the extent necessary to complete its obligations to the other under this Agreement.

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

G-6. **Audit.**

- a) CITY shall have the right to audit this Agreement and all books, documents and records relating thereto.
- b) CONSULTANT shall maintain all books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment.
- c) The books, documents and records of CONSULTANT in connection with this Agreement shall be made available to CITY within 10 days after written request by CITY.

PART H – TIMELINESS:

CONSULTANT will complete the Services on or before June 30, 2025.

PART I – NONDISCRIMINATION:

- I-1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), and Chapter 2, Article IX of the Fairway City Code (the "Nondiscrimination Ordinance"), and shall not discriminate against any person in the performance of work under this Agreement because of age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status. In all solicitations or advertisements for employees, CONSULTANT shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.
- I-2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
- I-3. If CONSULTANT is found guilty of (i) violation of the Kansas Act Against Discrimination or Kansas Age Discrimination in Employment Act under decision or order of the Kansas Human Rights Commission which has become final, or (ii) violation of the Nondiscrimination Ordinance or under decision or order of the Investigator and/or Hearing Officer (as those terms are defined in the Nondiscrimination Ordinance) which has become final, CONSULTANT shall be deemed to have breached this Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
- I-4. CONSULTANT shall include provisions comparable to Sections I-1, I-2, I-3, and this Section I-4 in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vendor.

- I-5. Notwithstanding anything expressed or implied elsewhere in this Agreement, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.
- I-6. CONSULTANT shall abide by the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all other federal, state and local laws, ordinances and regulations applicable to the Services and to furnish any certification required by any federal, state or local government agency in connection therewith.

PART J – MISCELLANEOUS:

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:

CITY OF FAIRWAY, KANSAS

By:

Name: _____

Title: _____

Address: 5240 Belinder Road
Fairway, Kansas 66205

Telephone: (913) 262-0350

Facsimile: (913) 262-4607

Email: _____

ATTEST:

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

Anna M. Krstulic, City Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CONSULTANT:

WATER RESOURCES SOLUTIONS, LLC, a
Kansas limited liability company

By: _____

Name: _____

Title: _____

Address: 5000 W. 95th Street, Suite 290
Prairie Village, Kansas 66207

Telephone: _____

Facsimile: _____

Email: _____



5000 W. 95th St., Suite 290
Prairie Village, KS 66207
(913) 302-1030
www.WRS-rc.com

Scope of Services

WRS will provide the services identified in this scope of services. Other requested services not described in this scope of services will be negotiated in an amendment to the contract.

- 1.0 **Project Coordination**

WRS will coordinate all the activities of our study team, which include team coordination and meetings, meetings with the City, site activities, study documentation, and project record necessary to document that good engineering practices and scientific principles have been employed in the study.

 - 1.1 WRS will complete project coordination activities that include coordination for all study activities, emails, telephone, or web conference updates.
- 2.0 **Background Data Collection**

The work performed under this task will result in obtaining information that will be used for the PPS.

 - 2.1 WRS will collect from the City, the County, and other sources available background data including but not limited to design calculations, design plans, surveys, soils data, electronic mapping files, and hydrologic & hydraulic studies not already in possession of WRS.
 - 2.2 WRS will review and analyze the collected background data to assist in developing alternatives and writing the report.
- 3.0 **Public Meetings**

WRS will facilitate public stakeholder meetings for the project as outlined in the following tasks.

 - 3.1 WRS will facilitate a public meeting with property owners and project stakeholders. It is assumed that the City will invite the property owners and stakeholders and provide the meeting space. The intent of the meeting is to gather information regarding property owner and stakeholder concerns, observations and ideas. WRS will prepare a summary of this meeting.
 - 3.2 WRS will facilitate a second public meeting once the alternatives for the project have been evaluated. The meeting will be used to communicate the preferred option to the property owners and stakeholders. A summary of the meeting will be prepared and provided to the City electronically.
- 4.0 **Preliminary Project Study Report**

WRS will complete a preliminary project study to evaluate alternatives to address the issues along State Park Road. The study will culminate in a risk-integrated project prioritization report meeting Johnson County requirements that can be submitted as part of a project funding request.

 - 4.1 WRS will use the recently completed Brush Creek Base Level Engineering two-dimensional HEC-RAS model and the updated model used for the Conditional Letter of Map Revision for the Kansas City Country Club for this study. This modeling information will be used to establish the existing conditions flood elevations and the impacts to those elevations due to the studied alternatives.

- 4.2 WRS will complete an alternatives analysis to develop up to four alternatives that address the flooding issues for the project and that will meet the Johnson County SMAC criteria. One alternative will be a buyout alternative. A second alternative will include raising State Park Road from approximately Falmouth Road to approximately 150 feet southeast of Norwood Road. Up to two additional alternatives will be studied based on communications with Fairway Public Works. Opinions of probable construction cost will be completed for each of the evaluated alternatives.
- 4.3 WRS will complete a preliminary project study report containing the following main topics, per Johnson County requirements:
- 4.3.1 Cover and seal
- 4.3.2 Project overview
- Tie to watershed master plans
 - Background
 - Existing conditions, including a description of
 - The watershed
 - Clearly defined project boundary
 - Major drainage-ways, drainage structures, water quality conditions, flow constrictions, flooding and water quality problems in the area, negatively impacted streets
 - Utilities, rights-of-way, and easement information within the project area
 - Applicable design and constructions standards and regulations
 - Utility contacts
 - Explanation of FEMA compliance
 - Quality assurance and quality control plan and procedures, including independent technical review
 - Key performance indicators of the project vis. SMP
- 4.3.3 Study methodology and approach, including:
- Hydrologic analysis
 - Hydraulic analysis
 - Storm events
 - Future anticipated flood conditions
 - Water quality implications (as appropriate)
 - Field investigation
- 4.3.4 Analysis of existing and future anticipated risk and potential solutions
- Existing risk
 - Future anticipated risk
 - Flood risk reduction solutions
 - Water quality degradation risk reduction solutions

4.3.5 Project alternatives, documenting the following for each alternative:

- Project limits
- Improvements and impacts
- Details, including stormwater system, traffic, utilities, permits, rights of way, concept drawings, escalated class 3 opinion of costs, schedule and cost estimate of establishment and maintenance for any water quality solutions, relationship to other stormwater facilities, and up- and downstream effects
- Risk reduction calculations
- Selected alternative

4.3.6 All appendices as required by the county, including record of coordination, PPS funding request, spatial data files, RIPP scoring documentation, QA/QC documentation, and PPS checklist.

4.4 WRS will provide one electronic copy of the report and all models used in the project to the City for its use and submission to Johnson County SMAC.

5.0 City Council Meeting

WRS will attend a City Council meeting to present the results of the study.

5.1 WRS will attend a City Council meeting and prepare a presentation summarizing the results of the study.



Appendix 1



2024 Standard Billing Rates

Position	Rate
Engineer VIII (Principal)	\$275 - \$325/hour
Engineer VIII	\$225 - \$300/hour
Engineer VII	\$175 - \$210/hour
Engineer VI	\$160 - \$175/hour
Engineer V	\$140 - \$155/hour
Engineer IV	\$120 - \$140/hour
Engineer III	\$105 - \$125/hour
Engineer II	\$100 - \$105/hour
Engineer I	\$80 - \$100/hour
Environmental Scientist I	\$80 - \$100/hour
Technician I	\$45 - \$50/hour
Technician II	\$50 - \$65/hour
Technician III	\$65 - \$75/hour
Technician IV	\$75- \$90/hour
Technician V	\$90 - \$100/hour
Technician VI	\$100 - \$115/hour
Technician VII	\$115 - \$130/hour
Technician VIII	\$130 - \$160/hour
Project Manager	\$175 - \$250/hour
Technical Editor VIII	\$150 - \$180/hour
Graphic Designer II	\$90 - \$120/hour
Graphic Designer VIII	\$140 - \$160/hour
Administrative I	\$60 - \$75/hour
Administrative VIII	\$85 - \$120/hour
College Intern	\$75 - \$100/hour



Parks & Recreation Department

DATE: 11/7/24
TO: MAYOR HEPPELYK, FAIRWAY CITY COUNCIL
FROM: BRICE SOEKEN, DIRECTOR OF PARKS & RECREATION
RE: PETERSON PARK LANDSCAPING PROJECT CONTRACT WITH SMITH BROTHERS

The Administration & Finance Committee recommends accepting the bid submitted by Smith Brothers Lawn & Landscape to complete the work required for the Peterson Park Landscaping Project. This project will add significant landscaping beautification to Peterson Park, most notably to park property along 62nd Street and along the pool fence line next to the park.

Budget for the project: \$165,000

Fund Source: 2014 Sales Tax Fund

Smith Brothers Lawn & Landscape LLC

- Bid Amount: \$117,850

Smith Brothers currently maintains landscaping beds, grass turf, irrigation systems and leaf/snow removal at Peterson Park, Fairway Pool and Kathryn Lyon Flora Park.

Staff recommend that City Council approve the contract with Smith Brothers for the Peterson Park Landscaping Project.

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

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

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

NEALE PETERSON PARK
6136 MISSION ROAD

WWW.FAIRWAYKANSAS.ORG

KATHRYN LYON FLORA PARK
6030 CHEROKEE DRIVE

CITY OF FAIRWAY, KANSAS

**AGREEMENT BETWEEN CITY OF FAIRWAY
AND CONTRACTOR
FOR
PUBLIC IMPROVEMENT OF Neale Peterson Park**

CITY OF FAIRWAY PROJECT NAME: Peterson Park Landscaping Project

This Agreement is made and entered into this 5 day of November, 2024, by and between the City of Fairway, Kansas (the "City") and **Smith Brothers Lawn & Landscape LLC** ("Contractor").

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements , and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself/himself/herself/themselves, its/his/her/their successors and assigns, or its/his/her/their executors and administrators, as follows:

ARTICLE I. Contractor will furnish at Contractor's own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents listed on **Exhibit G**, to wit:

all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents as defined in paragraph GC-1 of the General Conditions of the Contract for Construction, on file with the City Clerk of Fairway, Kansas, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

___One Hundred Seventeen Thousand and Eight Hundred Fifty___ DOLLARS (\$_117,850_) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. Contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by **December 31, 2024**. Time is of the essence.

ARTICLE IV. Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without prior written consent of the City. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization work amounting to not less than fifty percent (50%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

ARTICLE V. Contractor shall not be permitted to commence any Work under this Contract until Surety Bonds and required Insurance Documents are received and approved by the City.

ARTICLE VI. Contractor specifically acknowledges and confirms that: (1) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in other Contract

Documents and knowingly accepts the same; (2) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and Contractor's surety(ies); and (3) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VII. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VIII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE IX. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE X. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

THIS AGREEMENT incorporates by reference all of the terms contained on the following exhibits:

- EXHIBIT A** General Conditions
- EXHIBIT B** Special Conditions
- EXHIBIT C** Insurance Requirements
- EXHIBIT D** Form of Affidavit of Partial Payment and Waiver and Release of Claims
- EXHIBIT E** Form of Affidavit of Final Payment and Waiver and Release of Claims
- EXHIBIT F** Form of Performance Bond
- EXHIBIT G** Form of Payment Bond
- EXHIBIT H** Form of Maintenance Bond
- EXHIBIT I** Form of Contractor's Assurance of Good Title to Materials
- EXHIBIT J** List of Contract Documents

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

WITNESS WHEREOF, the City of Fairway, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the Contractor has executed _____ counterparts of this Agreement in the prescribed form and manner, the day and year first above written.

CITY OF FAIRWAY, KANSAS

By: _____
Title: _____


ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACTOR


By: TIM SMITH
Title: OWNER

(If this Agreement is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Agreement.)



STAFF REPORT
City Council
November 12, 2024

TO: Mayor Hepperly
City Council Members

FROM: Anna Krstulic, City Attorney

SUBJECT: 2024 Standard Traffic Ordinance for Kansas Cities ("STO")
2024 Uniform Public Offense Code for Kansas Cities ("UPOC")

At the end of each legislative session, the League of Kansas Municipalities researches, prints and distributes a consolidated list of public offense and traffic codes based on changes to Kansas law. Kansas municipalities adopt the latest editions of the STO and UPOC by incorporating them into their own ordinances pursuant to K.S.A. 12-3009 through 12-3012.

Staff recommends adoption of Ordinance No. 1814 incorporating by reference the 2024 STO and Ordinance No. 1815 incorporating by reference the 2024 UPOC.

Attached are:

- Ordinance No. 1814 – 2024 STO
- Ordinance No. 1815 – 2024 UPOC
- Redline comparisons showing changes from the previous year's ordinances
- Redline comparison showing changes to incorporated UPOC sections from 2023 to 2024
 - Section 9.1 Amended Disorderly Conduct
 - Section 9.9.1 Amended Unlawful Possession of Marijuana and Tetrahydrocannabinols
 - Section 9.9.2 Amended Possession of Drug Paraphernalia and Certain Drug Precursors
 - Section 9.9.4 Amended Unlawful Possession of Controlled Substances
- Redline comparison showing changes to incorporated STO sections from 2023 to 2024
 - Section 201.1 Amended Failure to Comply with a Traffic Citation
 - Section 201.2 Added Failure to Comply with a Traffic Citation

Sec. 201.1. Failure to Comply with a Traffic Citation.

- (a) It shall be unlawful to fail to comply with a traffic citation. Failure to comply with a traffic citation means failure either to:
 - (1) Appear before the municipal court in response to a traffic citation and pay in full any fine and court costs imposed; or
 - (2) Otherwise comply with a traffic citation issued for an ordinance traffic infraction. Failure to comply with a traffic citation shall be unlawful regardless of the disposition of the charge for which such citation was originally issued.

- (b) (1) In addition to penalties of law applicable under subsection (a), when a person fails to comply with a traffic citation, except for illegal parking, standing, or stopping, the municipal court in which the person should have complied with the citation shall mail notice to the person that if the person does not appear in municipal court or pay all fines, court costs and any penalties within 30 days from the date of mailing notice, the division of vehicles will be notified to suspend the person's driving privileges. The municipal court may charge an additional fee of \$5 for mailing such notice. Upon the person's failure to comply within such 30 days of mailing notice, the municipal court shall electronically notify the division of vehicles. Upon receipt of a report of a failure to comply with a traffic citation under this subsection, pursuant to K.S.A. 8-255, and amendments thereto, the division of vehicles shall notify the violator and suspend the license of the violator until satisfactory evidence of compliance with the terms of the traffic citation has been furnished to the informing court. When the court determines the person has complied with the terms of the traffic citation, the court shall immediately electronically notify the division of vehicles of such compliance. Upon receipt of notification of such compliance from the informing court, the division of vehicles shall terminate the suspension or suspension action.
 - (2) (A) In lieu of suspension under paragraph (1), the driver may submit to the division of vehicles a written request for restricted driving privileges.

 - (B) A person whose driver's license has expired during the period when such person's driver's license has been suspended for failure to pay fines for traffic citations, the driver may submit to the division of vehicles a written request for restricted driving privileges, An individual shall not qualify for restricted driving privileges pursuant to this section unless the following conditions are met:
 - (i) The suspended license that expired was issued by the division of vehicles;
 - (ii) the suspended license resulted from the individual's failure to comply with a traffic citation pursuant to subsection (b) (1) and;

(iii) the traffic citation that resulted in the failure to comply pursuant to subsection (b)(1) was issued in this state.

(C) Upon review and approval of the driver's eligibility, the driving privileges will be restricted by the division of vehicles for a period up to one year or until the terms of the traffic citation have been complied with and the court shall immediately electronically notify the division of vehicles of such compliance. If the driver fails to comply with the traffic citation within the one year restricted period, the driving privileges will be suspended by the division of vehicles until the court determines the person has complied with the terms of the traffic citation and the court shall immediately electronically notify the division of vehicles of such compliance. Upon receipt of notification of such compliance from the informing court, the division of vehicles shall terminate the suspension action. When restricted driving privileges are approved pursuant to this section, the person's driving privileges shall be restricted to driving only under the following circumstances:

(i) In going to or returning from the person's place of employment or schooling;

(ii) ~~In~~ [in](#) the course of the person's employment;

(iii) ~~In~~ [in](#) going to or returning from an appointment with a health care provider or during a medical emergency;

(iv) ~~In~~ [in](#) going to and returning from probation or parole meetings, drug or alcohol counseling or any place the person is required to go by a court.

(c) On and after July 1, 2018, except as provided in subsection (d), when the municipal court notifies the division of vehicles of a failure to comply with a traffic citation pursuant to subsection (b), the court shall assess a reinstatement fee of \$100 for each charge on which the person failed to make satisfaction regardless of the disposition of the charge for which such citation was originally issued and regardless of any application for restricted driving privileges. Such reinstatement fee shall be in addition to any fine, restricted driving privilege application fee, district or municipal court costs and other penalties. The court shall remit all reinstatement fees to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury and shall credit the first \$15 of such reinstatement fee to the judicial branch nonjudicial salary adjustment fund and of the remaining amount, 29.41% of such moneys to the division of vehicles operating fund, 22.06% to the community alcoholism and intoxication programs fund created by K.S.A. 41-1126, and amendments thereto, 7.36% to the juvenile alternatives to detention fund created by K.S.A. 79-4803, and

amendments thereto, and 41.17% to the judicial branch nonjudicial salary adjustment fund created by K.S.A. 2018 Supp. 20–1a15, and amendments thereto.

- (d) The municipal court shall waive the reinstatement fee provided for in subsection (c), if the failure to comply with a traffic citation was the result of such person enlisting in or being drafted into the armed services of the United States, being called into service as a member of a reserve component of the military service of the United States, or volunteering for such active duty, or being called into service as a member of the State of Kansas national guard, or volunteering for such active duty, and being absent from Kansas because of such military service. In any case of a failure to comply with a traffic citation which occurred on or after August 1, 1990, and prior to the effective date of this act, in which a person was assessed and paid a reinstatement fee and the person failed to comply with a traffic citation because the person was absent from Kansas because of any such military service, the reinstatement fee shall be reimbursed to such person upon application therefor.
- (e)
 - (1) A person who is assessed a reinstatement fee pursuant to subsection (c) may petition the court that assessed the fee at any time to waive payment of the fee, any additional charge imposed pursuant to subsection (f), or any portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the person or the person’s immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.
 - (2) A person who is assessed a fine or court costs for a traffic citation may petition the court that assessed the fine or costs at any time to waive payment of the fine or costs, or any portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the person or the person’s immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.
- (f) Except as provided further, the reinstatement fee established in this section shall be the only fee collected or moneys in the nature of a fee collected for such reinstatement. Such fee shall only be established by an act of the legislature and no other authority is established by law or otherwise to collect a fee. On and after July 1, 2019, through June 30, 2025 the supreme court may impose an additional charge, not to exceed \$22 per reinstatement fee, to fund the costs of non-judicial personnel.

(g) This section shall expire at 11:59 p.m. on December 31, 2024.

(K.S.A. 8-2110)

Sec. 201.2. Failure to Comply with a Traffic Citation.

(a) It shall be unlawful to fail to comply with a traffic citation. Failure to comply with a traffic citation means failure either to:

- (1) Appear before the municipal court in response to a traffic citation and pay any fine and court costs imposed as ordered by the court; or
 - (2) Otherwise comply with a traffic citation issued for an ordinance traffic infraction. Failure to comply with a traffic citation shall be unlawful regardless of the disposition of the charge for which such citation was originally issued.
- (b) (1) (A) In addition to penalties of law applicable under subsection (a), when a person fails to comply with a traffic citation, except for any violations provided in subparagraph (C), the municipal court in which the person should have complied with the citation shall mail notice to the person that if the person does not appear in municipal court or pay fines, court costs and any penalties as ordered by the court within 30 days from the date of mailing notice, the division of vehicles will be notified to suspend the person's driving privileges unless such person is eligible for restricted driving privileges pursuant to subparagraph (B). If the person is eligible for restricted driving privileges, the division of vehicles shall restrict such person's driving privileges pursuant to the terms set forth in subparagraph (B). The municipal court may charge an additional fee of \$5 for mailing such notice. Upon the person's failure to comply within such 30 days of mailing notice, the municipal court shall electronically notify the division of vehicles unless the municipal court has determined pursuant to a written order that the person shall fulfill any requirements set forth by the court prior to the suspension. Failure to abide by the terms of the order shall result in the court notifying the division of vehicles that the person's license shall be suspended for the failure to comply with a traffic citation. Upon receipt of a report of a failure to comply with a traffic citation under this subsection, pursuant to K.S.A. 8-255, and amendments thereto, the division of vehicles shall notify the violator and suspend the license of the violator until satisfactory evidence of substantial compliance with the terms of the traffic citation has been furnished to the informing court unless such person is eligible for restricted driving privileges pursuant to subparagraph (B). If the person is eligible for restricted driving privileges, the division of vehicles shall notify the violator that the person's driving privileges are restricted pursuant to subparagraph (B). When the court determines the person is in substantial compliance with the terms of the traffic citation, the court shall immediately electronically notify the division of vehicles of such compliance. Upon receipt of notification of such compliance from the informing court, the division of vehicles shall terminate the restriction, suspension or suspension action.
- (B) (i) When restricted driving privileges are approved pursuant to this subsection, the person's driving privileges shall be restricted to driving only under the following circumstances:

 - (a) In going to or returning from the person's place of employment or schooling;
 - (b) in the course of the person's employment;

- (c) in going to or returning from an appointment with a healthcare provider or during a medical emergency;
 - (d) in going to and returning from probation or parole meetings, drug or alcohol counseling or any place the person is required to go by a court;
 - (e) in going to or returning from dropping off or picking up one or more children from school or child care;
 - (f) in going to or returning from purchasing groceries or fuel for their vehicle; and
 - (g) in going to or returning from any religious worship service held by a religious organization.
- (ii) A person shall not qualify for restricted driving privileges pursuant to this subparagraph if such person has been convicted for driving with a canceled, suspended or revoked license more than three times or if such person is suspended for reasons other than a failure to comply with a traffic citation at the time of application. Restricted driving privileges approved pursuant to this subparagraph shall remain in effect for the lesser of time of either:
 - (a) 60 days from the date that the division of vehicles mails notice to the person of the restricted driving privileges;
 - (b) the person enters into an agreement with the court regarding the person's failure to comply; or
 - (c) the rescission of the restricted driving privileges by the division of vehicles.
- (iii) The division shall rescind restricted driving privileges for any person authorized pursuant to this subparagraph if the person is found guilty of:
 - (a) A violation resulting in a license suspension, revocation or cancellation for reasons other than failure to comply with a traffic citation; or
 - (b) operating a motor vehicle in violation of restrictions provided in clause (i) two or more times.
- (iv) A person operating a motor vehicle in violation of restrictions provided in clause (i) shall be guilty of operating a vehicle in

violation of restrictions as provided in K.S.A. 8-291, and amendments thereto.

(C) (i) Violations of the following sections or violations of substantially similar offenses under a city ordinance shall not provide the basis for a violation of this section: K.S.A. 8-1513, 8-1532, 8-1534, 8-1536, 8-1537, 8-1538, 8-1543, 8-1569, 8-1571, 8-1572, 8-1573, 8-1578, 8-1578a, 8-1583, 8-1585, 8-1586, 8-1588, 8-1589, 8-1590, 8-1591, 8-1592, 8-15,102, 8-15,108, 8-15,113, 8-1744, 21-5607, 21- 5810, 21-5815, 21-5816, 21-5817, 21-6203, 41-715, 41-727, 66-1330, 68-2106, 75-4510a and 79-34,112, and amendments thereto. See Editor's Note at the end of section for Corresponding STO Sections.

(ii) The provisions of this subparagraph shall be construed and applied retroactively. A person may petition the municipal court in which the person should have complied with the citation that led to a prior violation of this section. If the court determines that the person committed an offense that does not provide the basis for a violation of this section, as amended by this act, the court shall immediately electronically notify the division of vehicles. Upon receipt of such notification from the informing court, the division of vehicles shall terminate any restriction, suspension or suspension action that resulted from the prior violation of this section.

(2) (A) In lieu of suspension under paragraph (1), the driver may submit to the division of vehicles a written request for restricted driving privileges. The driver may apply and be eligible for restricted driving privileges pursuant to this paragraph if such driver has previously been approved for restricted driving privileges pursuant to paragraph (1).

(B) (i) A person whose driving privileges have been revoked solely for driving a motor vehicle on any highway as defined in K.S.A. 8-1424, and amendments thereto, of this state at a time when such person's privilege to do so was canceled, suspended or revoked for failure to comply with a traffic citation pursuant to this section may submit to the division of vehicles a written request for restricted driving privileges. A person shall not qualify for restricted driving privileges pursuant to this section if such person has been convicted for driving with a canceled, suspended or revoked license more than three times or if such person is suspended for reasons other than a failure to comply with a traffic citation at the time of application. Restricted driving privileges approved pursuant to this subparagraph shall remain in effect unless otherwise rescinded for the lesser of time of either:

- (a) The remainder of the period of time that such person's driving privileges are revoked; or
 - (b) Three years from the date when the restricted driving privileges were approved.
 - (ii) The division shall rescind restricted driving privileges for any person authorized pursuant to this subparagraph if the person is found guilty of a violation resulting in a license suspension, revocation or cancellation for reasons other than failure to comply with a traffic citation.
 - (iii) A person operating a motor vehicle in violation of restrictions provided in subparagraph (D) shall be guilty of operating a vehicle in violation of restrictions as provided in K.S.A. 8-291, and amendments thereto.
- (C) A person whose driver's license has expired during the period when such person's driver's license has been suspended for failure to pay fines for traffic citations, the driver may submit to the division of vehicles a written request for restricted driving privileges. A person shall not qualify for restricted driving privileges pursuant to this section unless the following conditions are met:
 - (i) The suspended license that expired was issued by the division of vehicles;
 - (ii) the suspended license resulted from the individual's failure to comply with a traffic citation pursuant to subsection (b) (1) and;
 - (iii) the traffic citation that resulted in the failure to comply pursuant to subsection (b)(1) was issued in this state.
- (D) Upon review and approval of the driver's eligibility, the driving privileges will be restricted by the division of vehicles or until the terms of the traffic citation have been substantially complied with and the court shall immediately electronically notify the division of vehicles of such compliance. If the driver fails to substantially comply with the traffic citation, the driving privileges will be suspended by the division of vehicles until the court determines the person has substantially complied with the terms of the traffic citation and the court shall immediately electronically notify the division of vehicles of such substantial compliance. Upon receipt of notification of such compliance from the informing court, the division of vehicles shall terminate the suspension action. When restricted driving privileges are approved pursuant to this section, the person's driving privileges shall be restricted to driving only under the following circumstances:

- (i) In going to or returning from the person's place of employment or schooling;185
- (ii) in the course of the person's employment;
- (iii) in going to or returning from an appointment with a health care provider or during a medical emergency;
- (iv) in going to and returning from probation or parole meetings, drug or alcohol counseling or any place the person is required to go by a court.
- (v) in going to or returning from dropping off or picking up one or more children from school or child care;
- (vi) in going to or returning from purchasing groceries or fuel of their vehicle; and
- (vii) in going to or returning from any religious worship service held by a religious organization.

(c) Except as provided in subsection (d), when the municipal court notifies the division of vehicles of a failure to comply with a traffic citation pursuant to subsection (b), the court shall assess a reinstatement fee of \$100. Such reinstatement fee shall be in addition to any fine, restricted driving privilege application fee, district or municipal court costs and other penalties. The court shall remit all reinstatement fees to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury and shall credit the first \$15 of such reinstatement fee to the judicial branch nonjudicial salary adjustment fund and of the remaining amount, 29.41% of such moneys to the division of vehicles operating fund, 22.06% to the community alcoholism and intoxication programs fund created by K.S.A. 41-1126, and amendments thereto, 7.36% to the juvenile alternatives to detention fund created by K.S.A. 79-4803, and amendments thereto, and 41.17% to the judicial branch nonjudicial salary adjustment fund created by K.S.A. 2018 Supp. 20-1a15, and amendments thereto.

(d) The municipal court shall waive the reinstatement fee provided for in subsection (c), if the failure to comply with a traffic citation was the result of such person enlisting in or being drafted into the armed services of the United States, being called into service as a member of a reserve component of the military service of the United States, or volunteering for such active duty, or being called into service as a member of the State of Kansas national guard, or volunteering for such active duty, and being absent from Kansas because of such military service. In any case of a failure to comply with a traffic citation which occurred on or after August 1, 1990, and prior to the effective date of this act, in which a person was assessed and paid a reinstatement fee and the person failed to comply with a traffic citation because the person was absent from Kansas because of any

such military service, the reinstatement fee shall be reimbursed to such person upon application therefor.

- (e)
 - (1) A person who is assessed a reinstatement fee pursuant to subsection (c) may petition the court that assessed the fee at any time to waive payment of the fee, any additional charge imposed pursuant to subsection (f), or any portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.
 - (2) A person who is assessed a fine or court costs for a traffic citation may petition the court that assessed the fine or costs at any time to waive payment of the fine or costs, or any portion thereof. If it appears to the satisfaction of the court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.
 - (3) The clerk of the municipal court shall make forms available to any person seeking to petition the court to waive or reduce traffic fines, court costs or reinstatement fees.
- (f) Except as provided further, the reinstatement fee established in this section shall be the only fee collected or moneys in the nature of a fee collected for such reinstatement. Such fee shall only be established by an act of the legislature and no other authority is established by law or otherwise to collect a fee. On and after July 1, 2019, through June 30, 2025 the supreme court may impose an additional charge, not to exceed \$22 per reinstatement fee, to fund the costs of non-judicial personnel.
- (g)
 - (1) Prior to issuing an order pursuant to this section that notifies the division of vehicles to restrict or suspend a person's driving privileges, the court shall consider:
 - (a) Waiver or reduction of fees, fines and court costs and allowing for payment plans for any fees, fines and court costs; and
 - (b) alternative requirements in lieu of restriction or suspension of driving privileges, including, but not limited to, alcohol or drug treatment or community service.
 - (2) Nothing in this subsection shall be construed to require the court to make written findings or written payment plan orders.
- (h)
 - (1) Any conviction for a failure to comply pursuant to this section shall not be considered by the municipal court or the division of vehicles in determining suspended or restricted driving privileges if such conviction is more than five years old.
 - (2) After the expiration of five years from the date of conviction, the division shall notify by mail any persons whose driving privileges were suspended or restricted and have not since been restored. The division shall notify the person that the

person may be eligible for driving privileges as a result of the expiration of the five years from the conviction for the failure to comply.

(3) The provisions of this subsection shall be construed and applied retroactively.

(i) As used in this section, “substantial compliance” or “substantially complied” means the person has followed the orders of the court involving payments of fines, court costs and any penalties and has not failed substantially in making payments or satisfying the terms of the court order.

(K.S.A. 8-2110, as amended)

{**Editors Note:** The following STO sections correspond with a violation listed in (C): Sections 18, 63, 65, 67, 68, 69, 74, 83, 85, 86, 107, 124, 115, 182.2, 112, 114, 127, 129, 130, 131, 132, 133, 112.1, 114.4, and 135.1.}

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11/7/2024 5:54:04 PM

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Embedded Excel	0
Format changes	0
Total Changes:	70

CITY OF FAIRWAY, KANSAS
ORDINANCE NO. ~~1795~~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*, ~~50TH~~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. ~~1771~~1795.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRWAY, KANSAS:

SECTION 1. Existing Section 10-19 of the Code of Ordinances, City of Fairway, Kansas (the "Code") is hereby amended to read as follows:

Sec. 10-19. - Incorporating standard traffic ordinance.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Fairway, Kansas, that certain standard traffic ordinance known as the *Standard Traffic Ordinance for Kansas Cities*, ~~50th~~51st Edition (the "STO"), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with the additions thereto in Article III of this Chapter 10, and any other ordinance of the City hereafter adopted. One official copy of the STO shall be marked or stamped "Official Copy as Adopted by Ordinance No. ~~1795~~1814", with all sections or portions thereof intended to be added clearly marked to show such addition and to which shall be attached a copy of Ordinance No. ~~1795~~1814, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all other administrative departments of the City charged with enforcement of the STO shall be supplied, at the cost of the City, with the number of official copies of the STO similarly marked as may be deemed expedient.

SECTION 2. Existing Section 10-19 of the Code and Section 1 of Ordinance No. ~~1771~~1795 are 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; signature page follows.]


PASSED by the City Council on ~~December 11, 2023~~[November 12, 2024](#). **APPROVED** by the Mayor.

Melanie Hepperly, Mayor

ATTEST:

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

^(Del)


Anna M. Krstulic, City Attorney

**Summary report:
 Litera Compare for Word 11.7.0.54 Document comparison done on
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Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	23

**CITY OF FAIRWAY, KANSAS
ORDINANCE NO. 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.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRWAY, KANSAS:

SECTION 1. Existing Section 10-19 of the Code of Ordinances, City of Fairway, Kansas (the "Code") is hereby amended to read as follows:

Sec. 10-19. - Incorporating standard traffic ordinance.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Fairway, Kansas, that certain standard traffic ordinance known as the *Standard Traffic Ordinance for Kansas Cities*, 51st Edition (the "STO"), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with the additions thereto in Article III of this Chapter 10, and any other ordinance of the City hereafter adopted. One official copy of the STO shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1814", with all sections or portions thereof intended to be added clearly marked to show such addition and to which shall be attached a copy of Ordinance No. 1814, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all other administrative departments of the City charged with enforcement of the STO shall be supplied, at the cost of the City, with the number of official copies of the STO similarly marked as may be deemed expedient.

SECTION 2. Existing Section 10-19 of the Code and Section 1 of Ordinance No. 1795 are 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; signature page follows.]

PASSED by the City Council on November 12, 2024. **APPROVED** by the Mayor.

Melanie Hepperly, Mayor

ATTEST:

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

Anna M. Krstulic, City Attorney

Sec. 9.1. Disorderly Conduct.

- (a) Disorderly conduct is one or more of the following acts that the person knows or should know will alarm, anger or disturb others or provoke an assault or other breach of the peace:
- (1) Brawling or fighting;
 - (2) Disturbing an assembly, meeting or procession, not unlawful in its character; or
 - (3) Using fighting words ~~or engaging in noisy conduct tending reasonably to arouse alarm, anger or resentment in others.~~
- (b) Disorderly conduct is a Class C violation.

(K.S.A. 21-6203)

Sec. 9.9.1. Unlawful Possession of Marijuana and Tetrahydrocannabinols.

- (a) Except as authorized by the Uniform Controlled Substance Act, K.S.A. 65-4101 *et seq.*, and amendments thereto, it shall be unlawful for any person to possess or have under such person's control marijuana, as designated in K.S.A. 65-4105(d), and amendments thereto, or tetrahydrocannabinols, as designated in K.S.A. 65-4105(h), and amendments thereto.
- (b) Penalty. Violations of subsection (a) is a Class B violation for a first offense and a class A violation if the person has a prior conviction under K.S.A. 65-4162, prior to its repeal, under substantially similar offense from another jurisdiction, or under any city ordinance or county resolution for a substantially similar offense.
- (c) It shall be an affirmative defense to prosecution under this section arising out of a person's possession of any cannabidiol treatment preparation if the person:
- (1) Has a debilitating medical condition, as defined in section 1, and amendments thereto, or is the parent or guardian of a minor child who has such debilitating medical condition;
 - (2) Is possessing a cannabidiol treatment preparation, as defined in section 1, and amendments thereto, that is being used to treat such debilitating medical condition; and
 - (3) Has possession of a letter, at all times while the person has possession of the cannabidiol treatment preparation, that:
 - (A) Shall be shown to a law enforcement officer on such officer's request;

- (B) Is dated within the preceding 15 months and signed by the physician licensed to practice medicine and surgery in Kansas who diagnosed the debilitating medical condition;
- (C) Is on such physician's letterhead; and
- (D) Identifies the person or the person's minor child as such physician's patient and identifies the patient's debilitating medical condition.

(d) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (a) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:

- (1) (A) Initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and
 - (B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;
- (2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;
 - (B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in paragraph (2)(A) as requested by law enforcement or emergency medical services;
 - (C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and
 - (D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
- (3) (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (d)(2)(A); and
 - (B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.

- (e) (1) Except as provided in paragraph (2), each person who meets the criteria in subsection (d) is immune from criminal prosecution for a violation of this section.
- (2) No person is immune from criminal prosecution as provided in paragraph (1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in K.S.A 21-5705(e), and amendments thereto.
- (f) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.
- (g) Nothing in this section shall be construed to preclude a person who is immune from criminal prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.
- (h) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer based on the officer's compliance or failure to comply with this section. Except in cases of reckless or intentional misconduct, an officer shall be immune from liability for arresting a person who is later determined to be immune from prosecution pursuant to this section.

(K.S.A. 21-5706) (L. 2024, Ch. 97) (Sub. for SB 419)

{**Editor's Note:** If an individual has two or more prior convictions for violations of section 9.9.1, or for a substantially similar offense under Kansas law or other jurisdiction, violations are considered a felony under state law over which municipal courts have no jurisdiction, as such, violations should be referred to the appropriate prosecuting authority. ~~they~~They cannot be prosecuted in municipal court}.

Sec. 9.9.2. Possession of Drug Paraphernalia and Certain Drug Precursors.

- (a) No person shall use or possess with intent to use any drug paraphernalia, as designated in K.S.A. 21-5701, to use, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the Uniform Controlled Substances Act, K.S.A. 65-4101 et seq., and amendments thereto.
- (b) No person shall purchase, receive or otherwise acquire at retail any compound, mixture or preparation containing more than 3.6 grams of pseudoephedrine base or ephedrine base in any single transaction or any compound, mixture or preparation containing more than nine grams of pseudoephedrine base or ephedrine base within any 30-day period.
- (c) No person shall distribute, possess with intent to distribute or manufacture with intent to distribute any drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to use, store, contain, conceal, inject, ingest, inhale or

otherwise introduce into the human body a controlled substance in violation of K.S.A. 21-5706, and amendments thereto.

- (d) Penalty.
 - (1) Violation of subsection (a) is a Class B violation
 - (2) Violation of subsection (b) is a Class A violation
 - (3) Violation of subsection (c) is a Class A violation
- (e) In determining whether an object is drug paraphernalia, the finder of fact shall consider, in addition to all other logically relevant factors, the following:
 - (1) Statements of the owner or person in control of an object concerning its use;
 - (2) Prior convictions, if any, of an owner or person in control of the object under any state or federal law relating to any controlled substance;
 - (3) The proximity of the object to controlled substances;
 - (4) The existence of any residue of controlled substances on the object;
 - (5) Direct or circumstantial evidence of the intent of an owner or person in control of an object, to deliver it to a person the owner or person in control of an object knows, or should reasonably know, intends to use the object to facilitate a violation of the Uniform Controlled Substances Act, K.S.A. 65-4101 et seq., and amendments thereto. The innocence of an owner or person in control of the object as to a direct violation of the Uniform Controlled Substances Act shall not prevent a finding that the object is intended for use as drug paraphernalia;
 - (6) Oral or written instructions provided with the object concerning its use;
 - (7) Descriptive materials accompanying the object which explain or depict its use;
 - (8) National and local advertising concerning the object's use; and
 - (9) The method and manner in which the object is displayed for sale, if applicable.
- (f) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (a) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:
 - (1) (A) Initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and

- (B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;
 - (2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;
 - (B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in paragraph (2)(A) as requested by law enforcement or emergency medical services;
 - (C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and
 - (D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
 - (3) (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (f)(2)(A); and
 - (B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.
- (g) (1) Except as provided in paragraph (2), each person who meets the criteria in subsection (f) is immune from criminal prosecution for a violation of subsection (a).
 - (2) No person is immune from criminal prosecution as provided in paragraph (1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in K.S.A. 21-5705(e), and amendments thereto.
- (h) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.
- (i) Nothing in this section shall be construed to preclude a person who is immune from criminal prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.
- (j) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer based on the officer's compliance or failure to comply with this section. Except in cases of reckless or intentional misconduct, an officer shall

be immune from liability for arresting a person who is later determined to be immune from prosecution pursuant to this section.

(K.S.A. 21-5709; 21-5710; 21-5711) (L. 2024, Ch. 97) (Sub. for SB 419)

Sec. 9.9.4. Unlawful Possession of Controlled Substances.

- (a) No person shall possess any of the controlled substances or controlled substance analogs thereof found in K.S.A. 21-5706(b) and amendments thereto.
- (b) Violation of subsection (a) is a Class A violation.
- (c) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (a) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:
 - (1) (A) Initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and
 - (B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;
 - (2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;
 - (B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in paragraph (2)(A) as requested by law enforcement or emergency medical services;
 - (C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and
 - (D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
 - (3) (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (c)(2)(A); and

- (B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.
- (d) (1) Except as provided in paragraph (2), each person who meets the criteria in subsection (c) is immune from criminal prosecution for a violation of subsection (a).
- (2) No person is immune from criminal prosecution as provided in paragraph (1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in K.S.A. 21-5705(e), and amendments thereto.
- (e) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.
- (f) Nothing in this section shall be construed to preclude a person who is immune from criminal prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.
- (g) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer based on the officer's compliance or failure to comply with this section. Except in cases of reckless or intentional misconduct, an officer shall be immune from liability for arresting a person who is later determined to be immune from prosecution pursuant to this section.

(K.S.A. 21-5706) (L. 2024, Ch. 97) (Sub. for SB 419)

{**Editor's Note:** Violations of K.S.A. 21-5704 subsections (b)(1) through (b)(5) or (b)(7) is a drug severity level 5 felony if that person has a prior conviction under such subsection, under K.S.A. 65-4162, prior to its repeal, under a substantially similar offense from another jurisdiction, or under any city ordinance or county resolution for a substantially similar offense if the substance involved was 3, 4 methylenedioxymethamphetamine (MDMA), marijuana as designated in K.S.A. 65-4105(d), and amendments thereto, or any substance designated in K.S.A. 65-4105(h), and amendments thereto, or an analog thereof. As these violations are considered felonies under state law over which municipal courts have no jurisdiction, they should be referred to the appropriate prosecuting authority}.

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Total Changes:	54

CITY OF FAIRWAY, KANSAS
ORDINANCE NO. ~~1796~~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*, ~~39TH~~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. ~~1772~~1796.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRWAY, KANSAS:

SECTION 1. Existing Section 8-25 of the Code of Ordinances, City of Fairway, Kansas (the "Code"), incorporates the Uniform Public Offense Code and is hereby amended to read as follows:

Sec. 8-25. – Incorporating uniform public offense code.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Fairway, Kansas, that certain code known as the *Uniform Public Offense Code for Kansas Cities*, ~~39th~~40th Edition (the "UPOC"), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are changed by Ordinance No. ~~1796~~1815. One official copy of the UPOC shall be marked or stamped "Official Copy as Adopted by Ordinance No. ~~1796~~1815", with all sections or portions thereof intended to be changed clearly marked to show any change and to which shall be attached a copy of Ordinance No. ~~1796~~1815, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all other administrative departments of the City charged with enforcement of the UPOC shall be supplied, at the cost of the City, with the number of official copies of the UPOC similarly marked, as may be deemed expedient.

SECTION 2. Existing Section 8-26 of the Code is hereby amended to read as follows:

Sec. 8-26. – Article 10 amendment.

Section 10.5 of the UPOC is hereby amended to read as follows:

Section 10.5. Unlawful Discharge of a Firearm.

- (a) Unlawful discharge of a firearm is the reckless discharge of a firearm within or into the corporate limits of the City.
- (b) This section shall not apply to the discharge of any firearm within or into the

corporate limits of the City if the firearm is discharged:

- (1) In the lawful defense of one's person, another person or one's property;
- (2) At a private or public shooting range, provided that any such shooting range is authorized by special use permit or exception granted by the City;
- (3) By authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas Department of Wildlife and Parks;
- (4) By special permit of the Chief of Police;
- (5) Using blanks; or
- (6) In lawful self-defense or defense of another person against an animal attack.

(c) Unlawful discharge of firearms is a Class B violation. (K.S.A. 21-6308a)

SECTION 3. Existing Sections 8-25 and 8-26, and Ordinance No. ~~1772~~[1796](#) are 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 4. 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 5. 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; signature page follows.]

PASSED by the City Council on ~~December 11, 2023~~ November 12, 2024. **APPROVED** by the Mayor.

Melanie Hepperly, Mayor

ATTEST:

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

(Del)

Anna M. Krstulic

Anna M. Krstulic, City Attorney

**Summary report:
 Litera Compare for Word 11.7.0.54 Document comparison done on
 11/7/2024 6:01:50 PM**

Style name: Stinson Default	
Intelligent Table Comparison: Active	
Original DMS: iw://edms.our-firm.com/DB02/10415484/1	
Modified DMS: iw://edms.our-firm.com/DB02/10460955/1	
Changes:	
<u>Add</u>	12
Delete	14
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	27

**CITY OF FAIRWAY, KANSAS
ORDINANCE NO. 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.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRWAY, KANSAS:

SECTION 1. Existing Section 8-25 of the Code of Ordinances, City of Fairway, Kansas (the "Code"), incorporates the Uniform Public Offense Code and is hereby amended to read as follows:

Sec. 8-25. – Incorporating uniform public offense code.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Fairway, Kansas, that certain code known as the *Uniform Public Offense Code for Kansas Cities*, 40th Edition (the "UPOC"), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are changed by Ordinance No. 1815. One official copy of the UPOC shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1815", with all sections or portions thereof intended to be changed clearly marked to show any change and to which shall be attached a copy of Ordinance No. 1815, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all other administrative departments of the City charged with enforcement of the UPOC shall be supplied, at the cost of the City, with the number of official copies of the UPOC similarly marked, as may be deemed expedient.

SECTION 2. Existing Section 8-26 of the Code is hereby amended to read as follows:

Sec. 8-26. – Article 10 amendment.

Section 10.5 of the UPOC is hereby amended to read as follows:

Section 10.5. Unlawful Discharge of a Firearm.

- (a) Unlawful discharge of a firearm is the reckless discharge of a firearm within or into the corporate limits of the City.
- (b) This section shall not apply to the discharge of any firearm within or into the corporate limits of the City if the firearm is discharged:

- (1) In the lawful defense of one's person, another person or one's property;
- (2) At a private or public shooting range, provided that any such shooting range is authorized by special use permit or exception granted by the City;
- (3) By authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas Department of Wildlife and Parks;
- (4) By special permit of the Chief of Police;
- (5) Using blanks; or
- (6) In lawful self-defense or defense of another person against an animal attack.

(c) Unlawful discharge of firearms is a Class B violation. (K.S.A. 21-6308a)

SECTION 3. Existing Sections 8-25 and 8-26, and Ordinance No. 1796 are 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 4. This Ordinance shall be construed as follows:

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- 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 5. 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; signature page follows.]

PASSED by the City Council on November 12, 2024. **APPROVED** by the Mayor.

Melanie Hepperly, Mayor

ATTEST:

Abbie Aldridge, City Clerk

APPROVED AS TO FORM:

Anna M. Krstulic, City Attorney



DATE: NOVEMBER 7, 2024
TO: MAYOR HEPPERLY AND FAIRWAY CITY COUNCIL
FROM: NATHAN T. NOGELMEIER, CITY ADMINISTRATOR
RE: CITY HALL & POLICE STATION PHONE SYSTEM REPLACEMENT

Background:

The City Hall and Police Station phone systems were purchased in 2008 when the Police Station was renovated and the City Hall functions were relocated to the Fairway Office Park. In 2008, when City Hall functions moved into our current facility, the phone system was transferred here as well. There have been several software updates over the years, but the system has reached the end of its life.

City Clerk Aldridge has been in communication with several vendors as well as Johnson County DTI which provides our IT support and dial tone for the phone system. Staff made the decision to stick with a digital system rather than migrate to a VOIP system given our success with the current digital system.

The low bid for system replacement came from Bollcom, Inc. which is a Roeland Park based company that has experience working with Johnson County DTI and their systems. The CIP Fund has \$80,000 that was set aside for the system replacement however, actual costs are projected to be less than \$30,000.

Recommendation: Staff recommends a motion to authorize the Mayor to execute an agreement with Bollcom, Inc. for the replacement of the phone systems at City Hall and the Fairway Police Station in an amount not to exceed \$30,000.00 following review and approval of the city attorney.



Department of Public Works

November 5, 2024

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

Re: Professional Services Agreement for 2025-2026 Capital Improvement Plans

This will be an agreement for two years' worth of CIP design work. The 2026 project will need extended lead time due to the installation of a new storm sewer along 59th Street.

2025 work is budgeted for, the 2026 work will be budget as a part of the 2026 budgeting process.

The 2025 work will include the design of 55th Street in which Roeland Park will contribute up to \$10,000.

Staff recommends the Fairway City Council authorizes the Mayor to sign all appropriate documentation on the Professional Services Agreement in an amount not to exceed \$144,420.

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

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



November 1, 2024

Mr. Bill Stogsdill, CPM, CPWP-M, PWLF
Director of Public Works
Fairway City Hall
5240 Belinder Ave
Fairway, KS 66205

Re: Proposal for 2025 and 2026 Engineering Services

Dear Mr. Stogsdill:

In accordance with your requests, Burns & McDonnell is pleased to submit its proposal for engineering services on the City’s upcoming Capital Improvement Plans (CIP) for both 2025 and 2026, as well as support of the City’s application for Stormwater Management Advisory Council (SMAC) funding in 2026.

Included in this proposal are the expected fees for design services and anticipated project schedules for each of the requested tasks. The table below summarizes the proposed services and their associated fees:

Service	Fee
2025 CIP - Design	
- 55 th Street (CARS)	\$20,000
- Remaining Streets	\$22,500
2026 CIP - Design	
- Survey and Utility Coordination	\$29,880
- Design and Bidding Assistance	\$62,800
2026 SMAC – Application Support	\$9,240
Subtotal (includes ROW staking for 2026 CIP)	\$144,420
Total (without ROW staking for 2026 CIP included)	\$140,000

At Burns & McDonnell, we value the importance of projects like these and the impact they have on our community. You can be confident that we have the knowledge, experience, and capacity to deliver them in accordance with your requirements.

Sincerely,

Jason Meyers, PE
Associate Civil Engineer, Transportation
816-601-2580 | jmeyers@burnsmcd.com

Brandon Kuehl, PE
Assistant Department Manager, Transportation
816-782-6230 | bakuehl@burnsmcd.com





Parks & Recreation Department

DATE: 11/8/24
TO: MAYOR HEPPELRY, FAIRWAY CITY COUNCIL
FROM: BRICE SOEKEN, DIRECTOR OF PARKS & RECREATION
RE: POOL MAIN DRAIN PROJECT ENGINEERING CONTRACT WITH LAMP RYNEARSON

The concrete main drain box in the diving well has deteriorated to the point that the main drain cover is not able to be secured to the box going forward. After consultation with engineers from Lamp Rynearson, any alterations to the box to make the drain cover secure would also require that the drain cover complies with the most up-to-date Virginia Graeme Baker Pool and Spa Safety Act (VGBA) requirements. This means additional modifications are necessary for the main drain to comply with the VGBA requirements going forward. These modifications include taking away the one large drain cover we have now and replacing it with three smaller drain covers spaced out on the pool floor. Additionally, the current cast iron piping extending from the main drain to the surge pit has begun to deteriorate. As a preventative maintenance measure, a cured-in-place sleeve will be added to the cast iron pipe to reinforce the aging line.

The attached proposal from Lamp Rynearson would take the project from design, contractor proposals, construction plans, site visits to confirm the contractor's work and confirmation of compliance to the VGBA. The contract cost is \$13,400.

If approved by Council, the project would be initiated immediately. Funding for this project would come from the contingency fund, with the intention to capture as much of the project expense in 2024 as possible.

Staff recommends approval of the attached contract with Lamp Rynearson.

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

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

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

NEALE PETERSON PARK
6136 MISSION ROAD

WWW.FAIRWAYKANSAS.ORG

KATHRYN LYON FLORA PARK
6030 CHEROKEE DRIVE

November 7, 2024

Brice Soeken
Director of Parks and Recreation
City of Fairway
5240 Belinder Road
Fairway, KS 66205

**LAMP
RYNEARSON**

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

RE: Fee Proposal for Main Drain Replacement @ Fairway Pool

Dear Brice,

We are pleased to provide this fee proposal for engineering services to replace the main drain sumps, covers, and main drainpipe for the City Pool. The following scope of work is based on our conversation last Tuesday; that the construction will be negotiated with one contractor to complete the needed work. We will meet with you and each of your prospective contractors; we will describe the scope of work and answer the Contractor's technical questions.

Once authorized to proceed, we will complete engineering drawing(s) for your review and for the Contractor's use in bidding and construction. The scope of work listed below assumes the main drainpipe can be lined with a cured-in-place pipe lining inside the existing 12" ductile iron pipe. If it is determined that this solution is not feasible, then we may have to investigate other means of pipe replacement; that investigative work is not accounted for in our fee proposal.

We propose to complete the following scope of work:

1. Prepare solution for replacing main drain sumps and covers, including:
 - a. Find and specify a main drain sump that satisfies flow rate and depth requirements of existing system.
2. Assist City with coordinating with Contractors to receive a minimum of two cost proposals for completing work. This includes meeting on-site with Contractors and City to explain the scope of work.
3. Prepare construction drawing(s), sealed by a Kansas Professional Engineer to include:
 - a. Demolition Plan.
 - b. Piping Plan, details, and specification of pool piping accessories needed, consisting of main drain sump and cover, and butterfly valve with extension.
 - c. Concrete plan and details.
 - d. Note by Professional Engineer confirming compliance with VGB.
4. Conduct up to 6 site visits:
 - a. Pre-construction meeting (confirm scope of work with Contractor)
 - b. Periodically through the course of construction, to confirm the work is being completed in general conformance with the construction documents.
 - c. At completion of Contractor's work to confirm work conforms with plans.

We proposed to complete this work for a lump sum fee of \$13,400. Attached for your consideration is our standard abbreviated agreement for your consideration. If acceptable, please return one signed copy to us and keep one for your records.

Sincerely,
LAMP RYNEARSON

Andrew D. Smith, P.E.
Aquatics Group Leader

ADS:ads
Enclosure.

Leaving a **Legacy**

**ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.**

CLIENT: City of Fairway, Kansas

JOB NUMBER: Pending

PROJECT DESCRIPTION: Main Drain Replacement

DATE ISSUED: 11/7/2024

LOCATION OF PROJECT: Fairway Swimming Pool

INITIATED BY: ADS CLIENT

PROJECT TITLE: Main Drain Replacement, Fairway Pool

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: _____ STARTING DATE: EST. 11/11/2024 COMPL. DATE: 3/1/2025
(Attached additional page(s) or detailed Letter Proposal, if this space is too limited.)

See attached Fee Proposal Letter

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

BILLING INSTRUCTIONS:

- % of Construction Contracts
- % of Construction By Phase
- Special _____
- Lump Sum \$ _____ 13,400

- Cost + _____% + Expense \$ _____
- Hourly Rates Up to a Maximum + Expenses \$ _____
- Cost plus fixed fee \$ _____
- Other \$ _____

SIGNATURES:

Lamp Ryneerson, Inc. Authorized Representative(s) with Title(s)

_____ Date
Aquatics Group Leader

Client/Client Authorized Representative with Title

_____ Date

DISTRIBUTION:

- CLIENT
- LAMP RYNEARSON
- OTHER _____
- OTHER _____



9001 State Line Road, Suite 200
Kansas City, Missouri 64114
P | 816.361.0440
www.lampryneerson.com

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Rynearson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Rynearson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Rynearson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Rynearson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Rynearson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Rynearson. In addition, Lamp Rynearson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Lamp Rynearson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Lamp Rynearson and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Lamp Rynearson's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Lamp Rynearson's fee represents specific consideration for this limitation.

Termination: Either the Client or Lamp Rynearson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Rynearson's final invoice, pay Lamp Rynearson for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Rynearson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Rynearson and are in no way contingent upon the Client obtaining funding. Lamp Rynearson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Rynearson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Rynearson who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or for any other project. Any reuse without specific written authorization by Lamp Rynearson is prohibited and Client shall indemnify and hold harmless Lamp Rynearson from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Lamp Rynearson to further compensation at rates to be agreed upon by Client and Lamp Rynearson.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Ryneerson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Ryneerson's qualifications and experience. Lamp Ryneerson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that Lamp Ryneerson's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. E-500 regarding such phases shall not be part of Basic Services unless such services are stated in and agreed to in the Abbreviated Agreement. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Lamp Ryneerson that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Lamp Ryneerson harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Lamp Ryneerson's own alleged negligence.

If the Client requests in writing that Lamp Ryneerson provide any specific construction phase services and if Lamp Ryneerson agrees in writing to provide such services, then Lamp Ryneerson shall be compensated as Additional Services, per Lamp Ryneerson's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of Lamp Ryneerson, nor the presence of Lamp Ryneerson or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Lamp Ryneerson and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Lamp Ryneerson and Lamp Ryneerson's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Lamp Ryneerson agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

Hazardous Materials: It is acknowledged by both parties that Lamp Ryneerson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Ryneerson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Ryneerson's services, Lamp Ryneerson may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Lamp Ryneerson makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Ryneerson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.



Parks & Recreation Department

DATE: 11/7/24
TO: MAYOR HEPPELRY, FAIRWAY CITY COUNCIL
FROM: BRICE SOEKEN, DIRECTOR OF PARKS & RECREATION
RE: POOL CAMERA SYSTEM UPGRADE CONTRACT WITH TECHTEAM

The current Fairway Pool camera system is now 10 years old, and the poor quality of the footage has become a liability from a safety, security and litigation standpoint. We know and have experienced first-hand the value of clear, easily accessible security footage as it pertains to liability issues. We have even gone so far as to add supplemental residential grade cameras to allow for more protection. As the pool facility continues to welcome more summer camp children, pool patrons, aquatic programming participants and staff, a camera system upgrade is a top priority.

Estimated Budget: \$51,000 **Fund Source:** CIP

TechTeam – St. Joseph

- Estimate Amount: \$54,983.43
- Replace coax with CAT6 lines (faster bandwidth and clearer high-resolution quality).
- 35 new cameras.
- 10-year warranty on each camera.
- Maintains current camera coverage and adds tennis courts, grass berm (future camp/rental area), grass field and park.
- Facial recognition, which would allow full-time staff to know if a person of interest has entered the facility.
- Software allows us to search footage for patrons by their clothing or vehicle.
- Cloud-based, allowing full-time staff to view and download video remotely.
- Each camera holds, at minimum, 30 days of footage on the camera hard drive as a back-up.
- Cameras with general overviews of the entire facility will hold up to 90 days of footage.
- Cameras are supplied by Verkada and come with licensing for 3 years. At the end of the 3-year licensing period, we have the option of extending it to another 3 years or longer. We anticipate the cost for a three-year extension would be around \$12,000.

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3403 W. 53RD STREET
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NEALE PETERSON PARK
6136 MISSION ROAD

WWW.FAIRWAYKANSAS.ORG

KATHRYN LYON FLORA PARK
6030 CHEROKEE DRIVE

- We have requested an updated estimate that would include a 10-year licensing agreement in an effort reduce the future licensing costs. That updated estimate will be provided once it has been received by staff.

Staff recommends City Council authorizes Mayor Heppery execute a contract with TechTeam upon City Attorney review.

Suggested motion: “I move that we authorize Mayor Hepperly to execute an agreement with TechTeams for the Fairway Pool security camera upgrade after legal review has been completed”.