

AGENDA

CITY COUNCIL MEETING

CITY OF FAIRWAY, KANSAS

City Council Chamber

4210 Shawnee Mission Parkway, Suite 100

Fairway, KS 66205

Monday, November 14, 2016

7:30 p.m.

1. Call to Order and Announcements
2. Pledge of Allegiance
3. Mayoral Proclamation: National American Indian Heritage Month, November 2016
4. Monthly Reports of Standing Committees
 - A. Consolidated Fire District 2
 - B. Administration
 - C. Police
 - D. Public Works
 - E. Parks and Recreation
 - F. Finance
5. Monthly Reports of Special Committees
 - A. Animal Control
 - B. Tree Board
 - C. Flood Plain
6. Public Comment on Agenda Items listed below (*Please limit remarks to four minutes per person*).
7. Consent Agenda

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

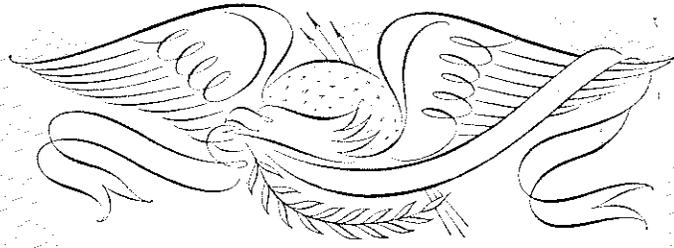
 - A. Approve Minutes of Previous Regular City Council Meeting
 - B. Approve Claims and Appropriations – October 2016 – Ordinance #1637
 - C. Approve Contract with Electra Hendrickson for Yoga Instruction

8. New Business
 - A. Consider Ordinance #1637 - An Ordinance amending requirements of the protection of Right-of-Way Trees in Chapter 9 and 11 of the Fairway Municipal Code
 - B. Consider Ordinance #1638 - An Ordinance amending and updating the Northeast Animal Control Commission Agreement for a Cooperative Animal Control Program for certain Johnson County cities for control of unhealthy domestic and wild animals on streets or roaming at large within the City of Fairway
 - C. Consider purchase of a new Street Sweeper
 - D. Consider 2017 CIP Design Contract with Cook, Flatt and Strobel Engineers
 - E. Consider updates to Public Works' Job Descriptions including new Right-of-Way Specialist/Equipment Operator II position
 - F. Consider updates to Director of Parks & Recreation Director job description
 - G. Consider updates to Administration Department job descriptions
 - H. Consider agreement with Stinson, Leonard, Street LLC, authorizing the file transfer
 - I. Consider agreement with AT&T for phone and internet service at City Hall and the Police Station
 - J. Third Party Use Agreement and Rental Application with the Kansas Historical Society for the Shawnee Indian Mission

9. Public Comment for items not listed on the above Agenda (***Please limit remarks to four minutes per person.***)

10. Adjournment

If you require an accommodation for a sign interpreter in order 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.



CITY OF FAIRWAY, KANSAS

Proclamation

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month;

NOW, THEREFORE, BE IT RESOLVED that I, Jerry Wiley, Mayor of the City of Fairway, do hereby proclaim November as

“National American Indian Heritage Month”

in the City of Fairway, Kansas.

Date: _____



MAYOR

Incident Type Report (Summary)

Alarm Date Between {10/01/2016} And {10/31/2016}
and District = "FW"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	9	37.50%	\$0	0.00%
321 EMS call, excluding vehicle accident with	1	4.16%	\$0	0.00%
	10	41.66%	\$0	0.00%
4 Hazardous Condition (No Fire)				
441 Heat from short circuit (wiring),	1	4.16%	\$0	0.00%
444 Power line down	1	4.16%	\$0	0.00%
	2	8.33%	\$0	0.00%
5 Service Call				
531 Smoke or odor removal	1	4.16%	\$0	0.00%
	1	4.16%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	8	33.33%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	4.16%	\$0	0.00%
	9	37.50%	\$0	0.00%
7 False Alarm & False Call				
745 Alarm system activation, no fire -	2	8.33%	\$0	0.00%
	2	8.33%	\$0	0.00%
Total Incident Count:	24		Total Est Loss:	\$0

Incident Type Report (Summary)

Alarm Date Between {01/01/2016} And {10/01/2016}
and District = "FW"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	0.83%	\$33,500	85.89%
131 Passenger vehicle fire	1	0.41%	\$5,500	14.10%
143 Grass fire	1	0.41%	\$0	0.00%
	4	1.67%	\$39,000	100.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	57	23.84%	\$0	0.00%
321 EMS call, excluding vehicle accident with	39	16.31%	\$0	0.00%
322 Motor vehicle accident with injuries	3	1.25%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	1.25%	\$0	0.00%
363 Swift water rescue	1	0.41%	\$0	0.00%
	103	43.09%	\$0	0.00%
4 Hazardous Condition (No Fire)				
410 Combustible/flammable gas/liquid condition,	1	0.41%	\$0	0.00%
412 Gas leak (natural gas or LPG)	6	2.51%	\$0	0.00%
422 Chemical spill or leak	1	0.41%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	5	2.09%	\$0	0.00%
441 Heat from short circuit (wiring),	2	0.83%	\$0	0.00%
444 Power line down	2	0.83%	\$0	0.00%
445 Arcing, shorted electrical equipment	5	2.09%	\$0	0.00%
	22	9.20%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.41%	\$0	0.00%
510 Person in distress, Other	1	0.41%	\$0	0.00%
522 Water or steam leak	1	0.41%	\$0	0.00%
531 Smoke or odor removal	4	1.67%	\$0	0.00%
552 Police matter	1	0.41%	\$0	0.00%
553 Public service	1	0.41%	\$0	0.00%
554 Assist invalid	15	6.27%	\$0	0.00%
561 Unauthorized burning	1	0.41%	\$0	0.00%
	25	10.46%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.41%	\$0	0.00%
6001 Code Enforcement	1	0.41%	\$0	0.00%
611 Dispatched & cancelled en route	52	21.75%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.41%	\$0	0.00%

Incident Type Report (Summary)

Alarm Date Between {01/01/2016} And {10/01/2016}
and District = "FW"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
651 Smoke scare, odor of smoke	4	1.67%	\$0	0.00%
	59	24.68%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	1.25%	\$0	0.00%
733 Smoke detector activation due to	3	1.25%	\$0	0.00%
735 Alarm system sounded due to malfunction	7	2.92%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.41%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.41%	\$0	0.00%
743 Smoke detector activation, no fire -	3	1.25%	\$0	0.00%
744 Detector activation, no fire -	2	0.83%	\$0	0.00%
745 Alarm system activation, no fire -	4	1.67%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.83%	\$0	0.00%
	26	10.87%	\$0	0.00%

Total Incident Count: 239

Total Est Loss:

\$39,000

ADMINISTRATION REPORT FOR OCTOBER 2016

ADMINISTRATION COMMITTEE MEETING

The Administration Committee did not meet in October.

KORA REQUESTS

At the request of the Administration Committee, the Administration Department keeps a log of all Kansas Open Records Requests received. There was one record requests in October.

The Kansas Open Records Act, K.S.A. 45-215, governs the manner in which public documents are made available to the public. The Act requires cities to respond to a request within three business days. The response must include either the documents requested or an explanation for any delay and when the documents will be available. Many times the requests require staff time to prepare an initial answer.

The City is authorized to charge for staff time and copy fees in connection with record request. Fairway requires the charges to be paid prior to fulfilling the request. Requests that are elaborate or lengthy are automatically referred to the City Attorney for his review. Consequently, his time is charged to the requestor.

Some requests require considerable staff time to provide the initial answer. In many of these instances, the City does not receive reimbursement for staff time because the requestor did not follow through with the request.

BOARD OF ZONING APPEALS AND PLANNING COMMISSION MEETINGS

BZA and Planning Commission met and reviewed six applications for the following: variance to setbacks for new garage, deviation for a sign, two addition remodels and two new single family residences. Assistant City Clerk Kim Young spent approximately 4.5 hours meeting with applicants and preparing the packets. This time did not include time spent by Building Inspector Bill Sandy preparing his staff reports.

OCCUPATIONAL LICENSES

To date, 60 applications have been issued. Last year there were 62 businesses registered in Fairway.

DOG LICENSES

Licensing History

2016 – 616 tags issued through October via Focus on Fairway (Jan and Mar)/1 Constant Contact email and 2 postcards, 1 letter and visit from NEACC officer. All late dog licensing renewals

have been resolved and no citations for “Failure to License Dog” will be issued.

2015 – 601 tags issued through October via two issues of Focus on Fairway, 2 postcards, final letter

2014 – 604 tags issued through Oct. (Notice via Focus on Fairway, 1 email, 3 postcards, final letter and JOCO NEACC visited owners) Citations were issued to two owners for failing to register their dogs and have been resolved in court.

2013 – 610 tags issued through Oct. (via newsletter, 2 emails, 3 postcards & calls & 2 citations)

2012 – 588 tags issued through Oct. (via newsletter, 1 email, 3 postcards & calls & 1 citation)

RENTAL AND NON-OWNER OCCUPIED DWELLING REGISTRATIONS

To date, 159 applications have been received, 147 licenses issued, 9 properties pending second inspection and 2 pending third inspection. One property of the 159 has been sold and is no longer a rental decreasing the total registered rentals to 158.

BUILDING DEPARTMENT REPORT

Building Official, Bill Sandy’s monthly report is attached. One new single family residence permit was pulled in October. Total construction value of all permits pulled in October was \$668,624.00, with a total YTD construction value of \$9,735,997.38. Permit fees collected YTD are \$65,148.92.

UPCOMING MEETINGS:

ADVISORY COMMITTEE FOR COMPREHENSIVE PLAN UPDATE

Thursday, November 10, 2016

4:30 p.m.

REGULAR CITY COUNCIL MEETING

Monday, November 14, 2016

7:30 p.m.

BOARD OF ZONING APPEALS

Monday, November 28, 2016

6:00 p.m.

PLANNING COMMISSION MEETING

Monday, November 28, 2016

7:00 p.m.

FINANCE COMMITTEE MEETING

Wednesday, December 7, 2016

7:30 a.m.

Building Inspections Monthly Report

For October, 2016

Permit	This Month	Last Month	YTD This Year	YTD Last Year
	0	0	1	0
PERMITS - BUILDING - ADDITION	0	2	9	19
PERMITS - BUILDING - BANNER/TEMP SIGN	0	0	3	0
PERMITS - BUILDING - BASKETBALL POLES - No Fee/Permit Req'd	0	0	0	0
PERMITS - BUILDING - BUSINESS/COMMERCIAL SIGNS	0	0	1	0
PERMITS - BUILDING - BZA/PC FEE-NON- REFUNDABLE	1	2	11	11
PERMITS - BUILDING - CERTIFICATE OF OCCUPANCY	0	0	0	0
PERMITS - BUILDING - COMMERCIAL/TENANT FINISH	0	0	2	2
PERMITS - BUILDING - DECK/PATIO/FLATWORK	1	1	12	6
PERMITS - BUILDING - DEMOLITION	2	2	13	16
PERMITS - BUILDING - DRIVEWAY	2	4	10	11
PERMITS - BUILDING - ELECTRICAL	1	2	23	21
PERMITS - BUILDING - FENCE	4	4	33	37
PERMITS - BUILDING - FOOTING/FOUNDATION	0	0	9	4
PERMITS - BUILDING - HVAC/MECHANICAL	4	1	39	37
PERMITS - BUILDING - NEW CONSTRUCTION	1	0	8	15
PERMITS - BUILDING - OTHER	1	6	29	24
PERMITS - BUILDING - OTHER - reinspection	0	0	0	0
PERMITS - BUILDING - PERMIT RENEWAL	1	1	15	5
PERMITS - BUILDING - PLAN REVIEW - NON-REFUNDABLE	0	0	1	0
PERMITS - BUILDING - PLUMBING	0	2	6	10
PERMITS - BUILDING - REMODEL OF EXISTING	2	0	18	27
PERMITS - BUILDING - ROOF	6	3	23	42
PERMITS - BUILDING - SIDING	1	0	3	3
PERMITS - BUILDING - SPECIAL USE PERMIT	0	0	0	0
PERMITS - BUILDING - STORAGE SHED	0	1	4	5

Monday, November 07, 2016

Permit	This Month	Last Month	YTD This Year	YTD Last Year
PERMITS - BUILDING PERMITS - STORAGE SHED	0	0	0	0
PERMITS - RIGHT-OF-WAY	0	0	0	0
R	0	0	0	0
	27	31	274	296
Scheduled Inspections	77	89	765	898
Building Code Complaints	4	11	90	73
Plans Reviewed	0	0	0	0
Construction Valuation	\$668,624.00	\$458,686.47	\$9,735,997.38	\$15,927,191.49
Fees Collected	\$4,256.20	\$5,695.17	\$65,148.92	\$79,775.82

Violation Count by Officer

Between 10/1/2016 and 10/31/2016 date of observation.

Address	Date Observed	Property ID	Owner	Ward	Area
Bill Sandy					
Building exterior not weatherproof and/or coated in violation of Section 303.6 of the International Property Main					
5861 FONTANA DR	10/21/2016	GP11000002 0016	EALEY, ANN M.,		
Count: 1					
Doors not in good condition and secure in violation of Section 303.15 of the International Property Maintenance					
5861 FONTANA DR	10/21/2016	GP11000002 0016	EALEY, ANN M.,		
Count: 1					
Exterior paint not maintained and/or peeling in violation of Section 303.2 of the International Property Maintena					
5861 FONTANA DR	10/21/2016	GP11000002 0016	EALEY, ANN M.,		
Count: 1					
Count: 3					
KHY					
Trash containers in front of building line in view of the street in violation of the Code of Fairway, Chapter VI, Se					
5223 ABERDEEN CIR	10/20/2016	GP50000000 0007	ATALLA, MICHAEL M.,		
Count: 1					
Count: 1					

Building Permits by App Mo and Permit#

Between 10/1/2016 and 10/31/2016

Permit #	Project Address	App Date	C/R	Architect	Description of Work	Valuation
October 2016						
	4606 W. 59TH TER.	10/28/2016	R		DECK	\$0.00
BP 16-232	6224 HOWE	10/3/2016	R		TEAR OFF 1 LAYER/REDECK AND ROOF W/COMP, I&W	\$11,000.00
BP 16-233	5450 CANTERBURY	10/3/2016	R		VENT KITCHEN EXHAUST	\$900.00
BP 16-234	6000 WINDSOR DR	10/5/2016	R		REPLACE DRIVEWAY & FRONT WALKWAY	\$12,000.00
BP 16-235	5450 CANTERBURY RD	10/5/2016	R		NEW LINE FOR KITCHEN LIGHTS & OUTLETS	\$1,830.00
BP 16-236	4613 W. 59TH STREET	10/6/2016	R		TEAR OFF 3 LAYER, FELT, REROOF TIMBERLINE COMP, I&W	\$5,000.00
BP 16-237	5911 HOWE DR	10/7/2016	R		INSTALL 5 TON AC & COIL	\$3,787.00
BP 16-238	5510 BELINDER RD	10/7/2016	R		T/O REDECK INSTALL GAF TIMBERLINE ROOF	\$10,400.00
bp 16-239	5443 MOHAWK LN.	10/11/2016	R		PIERS	\$7,700.00
BP 16-240	5518 Aberdeen Rd.	10/3/2016	R		NEW SFR	\$450,000.00
BP 16-241	6034 LOCKTON LANE	10/13/2016	R		INSTALL 51-FEET STEEL FENCE/96-FEET OF CEDAR PRIVACY FENCE	\$3,670.00
BP 16-242	6008 CATALINA	10/14/2016	R	CASTROP DESIGN	DEMOLISH SFR	\$11,000.00
BP 16-243	5853 GRANADA LANE	10/17/2016	R		INSTALL POOL	\$20,000.00
BP 16-244	6109 REINHARDT DR	10/18/2016	R		ADDITION ORIGINAL BP 15-124	\$1,000.00
BP 16-245	5915 MISSION RD	10/19/2016	R		REPLACE 6' WOOD FENCE	\$3,415.00
BP 16-246	5865 FONTANA DR	10/20/2016	R		EXPAND DRIVEWAY	\$300.00
BP 16-247	4304 BROOKRIDGE DR	10/21/2016	R		495 STAMPED & COLOR PATIO	\$9,800.00
BP 16-249	5328 CHADWICK	10/21/2016	R		REMOVE SHAKE SHINGLES, REDECK, ROOF TAMKO COMP, I&W	\$6,100.00
BP 16-250	5552 BELINDER	10/24/2016	R		RESIDE HOUSE AND REPLACE WINDOWS	\$10,000.00
BP 16-251	5442 NORWOOD RD.	10/19/2016	R		REMODEL GARAGE ROOF, MISC	\$24,950.00
BP 16-252	6019 SUNRISE DR	10/25/2016	R		INSTALL FURNACE 60,000 BTU	\$1,828.00
BP 16-253	4514 W 62ND TER	10/26/2016	R		T/O REDECK INSTALL COMP ROOF	\$12,000.00
BP 16-254	5506 CHADWICK	10/26/2016	R		INSTALL FENCE ON SIDE, REAR AND RETURNS	\$4,100.00
BP 16-255	5419 PAWNEE LN	10/26/2016	R		REPLACE FENCE SAME LOCAL - 6' WOOD PRIVACY	\$12,000.00
BP 16-256	5833 ALHAMBRA	10/27/2016	R		REPLACE FURNACE AND A/C	\$2,844.00
BP 16-257	4101 BROOKRIDGE DR	10/27/2016	R		T/O SHAKE, INSTALL DECK AND COMP ROOF	\$15,000.00
BP 16-258	5337 FALMOUTH RD	10/28/2016	R		DEMO INTERIOR ONLY!	\$5,000.00

Count: 26

Count: 26

MEMORANDUM

TO: Jerry Wiley, Mayor
FROM: Michael Fleming, Chief of Police
DATE: November 3, 2016
SUBJECT: October 2016 Monthly Report

OVERVIEW:

TYPE	October 2015	October 2016
Arrests	7	14
Citations	113	125

ACTIVITY:

On October 2nd a resident in the 6000 block of El Monte called the police after witnessing two subjects enter an unlocked car belonging to a neighbor. The subjects fled the scene prior to the arrival of the officers, however evidence was recovered and the case is still being investigated.

On October 7th Fairway Police stopped a vehicle in the 5400 block of Falmouth on traffic charges and discovered the tag on the vehicle had been stolen in Westwood a few days earlier. The driver of the car was charged with possession of stolen property in addition to the traffic charges and the case is pending in Municipal Court.

On October 13th a resident in the 6000 block of Cherokee contacted the Police department in reference to suspicious activity, or a possible identity theft case. The resident is continuing to monitor their situation and no additional reports have been received.

On October 13th a resident in the 5900 block of Delmar contacted the Police Department concerning a package that was stolen from their front porch. It was later determined no theft had occurred and the package was delivered to a neighbor by mistake.

On October 13th Fairway Officers were dispatched to assist Roeland Park Police in the 5200 block of Clark Drive on a reported large underage drinking party. The situation involved alcohol, criminal trespass, obstruction, and additional offenses. Numerous juveniles were detained and later released to the custody of their parents pending the filing of charges by the Johnson County District Attorney's Office.

On October 14th Fairway Officers were dispatched to a residence in the 5500 block of Canterbury on a physical disturbance and criminal damage to property call. The subject involved was being restrained by the resident after breaking a window and striking the homeowner. The subject involved was eventually taken to a local medical facility for a mental health evaluation. The case has been forwarded to the District Attorney's Office for review and possible filing of charges.

On October 17th a resident in the 5500 block of Canterbury contacted the Fairway Police after discovering a check that he had written was possibly stolen out of his outgoing mail, altered, and then cashed. The case is still under investigation.

On October 20th a resident in the 5900 block of El Monte contacted the Fairway Police Department concerning a possible ID Theft. No loss has occurred at this point, however the situation continues to be monitored.

On October 22nd Officers were dispatched to the First National Bank on a forgery report. The suspect was detained a few blocks from the Bank and placed under arrest on an outstanding felony parole violation warrant from Missouri. The forgery case was forwarded to the District Attorney's Office for review and possible filing of charges.

On October 22nd Officers were dispatched to the Hen House Grocery Store on a shoplifter who was being detained by store staff. The suspect concealed merchandise in a bag and left the store without paying for it. The case was charged in Municipal Court.

On October 25th a resident in the 3600 block of 61st Terrace contacted the Police Department after discovering the license tag on his car was missing. It is unknown exactly where the theft occurred.

TRAINING HIGHLIGHTS:

Captain Thurlo attended the IACP Conference from October 10-14 in San Diego. In addition to the speakers and expo events The Captain attended training on instructing active shooter classes, implementing a mental health co-responder program, and leadership.

On October 14th Officer Cypret attended a Digital Forensics Investigation class held at the Regional Computer Forensics Lab (RCFL) in Kansas City.

On October 26th Officer Westhoff attended one day class on Equal Treatment of Youth in the Criminal Justice System. The class was held at the Johnson County Regional Police Academy.

EVENTS:

Several Northeast Johnson County Police Departments, to include Fairway, are establishing a Law Enforcement Explorer Program, with each participating agency responsible for facilitating one aspect of the program. Officer Westhoff has volunteered to be Fairway's representative in the program.

The annual Shawnee Indian Mission Fall Festival was held the weekend of October 8th and 9th. The additional vendors and traffic issues were monitored with no incidents being reported.

On October 22nd the Fairway Police Department partnered with the DEA and our Hen House to participate in the annual Drug Take Back Day. Approximately 65 pounds of expired, unused, or unwanted medication for collected for disposal by the DEA.

Fairway continues to be involved in the development of a new county wide law enforcement records management system (RMS). Captain Thurlo and Vonnie Fisher have been attending project meetings and monitoring the buildup.

The Police Department continues to T&E a speed trailer / sign board for use by all city departments. It has been used primarily at Neil Peterson Park advertising Park & Rec events or being used as a speed trailer.

For the period October 2016

CASES FILED	Oct 2016	YTD 2016	Oct 2015	YTD 2015
DUI	1	6	1	12
Moving Violations	88	643	74	782
Non Moving Violations	41	353	32	340
Ordinance Violations		8	1	4
Totals	130	1,010	108	1,138

COURT REVENUES	Oct 2016	YTD 2016	Oct 2015	YTD 2015
Court Fines Collected	12,762.84	88,979.08	8,535.00	94,858.55
Court Costs Collected	2,897.50	22,230.00	2,139.00	23,321.50
Totals	15,660.34	111,209.08	10,674.00	118,180.05

CASE DISPOSITIONS	Oct 2016	YTD 2016	Oct 2015	YTD 2015
Dismissals	62	453	41	408
Diversion Agreements	6	35	3	36
Guilty Pleas	71	588	62	636
Trials on Plea of Not Guilty		4		
Cases Appealed to Dist Court				
Totals	139	1,080	106	1,080

WARRANTS	Oct 2016	YTD 2016	Oct 2015	YTD 2015
Warrants Served	12	142	9	89
Warrants Issued	16	192	21	142
Totals	28	334	30	231



Department of Public Works

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT - October 2016

Shawnee Indian Mission Festival



The Public Works Department and Police Department provided its annual support services for the Shawnee Indian Mission Festival in October. Support services consisting of barricades,

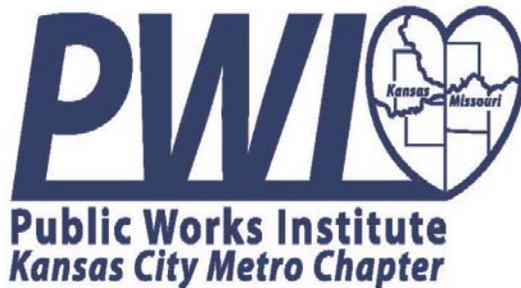
no parking signs and handicapped signage.

Street Sweeping

The Public Works Department is making its rounds through all of the wards in Fairway sweeping the streets. This process began in late October and will continue through the rest of the year and into 2017.



Training- Public Works Institute



Maintenance Workers Adridge and Allen, and Assistant City Clerk Aldridge attended Module 2 of the KC Metro Chapter of APWA Public Works Institute (PWI) October 11-13. The PWI has a 10 subject/90-hour core curriculum broken into four modules.

This module was entitled Public Works Supervisor Skills and focused on several subjects including Fundamentals of Government, Written Communication and Purchasing/Inventory Management as well as others.

This is Assistant City Clerk Aldridge and Maintenance Worker Allen's 2nd Module and they will complete the institute in October of 2017. This is Maintenance Worker Adridge's 3rd Module and he will complete the institute in April 2017.

		PUBLIC WORKS SUPERVISION SKILLS October 11-13, 2016 The Lodge at Ironwood Park 14701 Mission, Leawood, KS 66224	
<u>CLASS AGENDA</u>			
Tuesday, October 11, 2016			
7:30	Registration/Coffee and Light Refreshments	12:30	Equipment and Fleet Management (Howard Mann) <ul style="list-style-type: none"> • Planning & Asset Management • The Fleet Manager's Role in Public Works • Emerging Issues
8:00	Welcome (Bill Stogsdill and Joe Johnson)	1:30	Urban Forestry Management (Kevin LaPointe) <ul style="list-style-type: none"> • Why It's Important • Planning, Maintaining and Operating • Managing and Funding
8:15	Introductions/Class Orientation (Larry Frevort)	2:30	Sustainable Materials Management (Michael Shove) <ul style="list-style-type: none"> • Understanding the Challenges • Sustainable Solutions • Managing the Program
8:45	Public Works Supervision (Chuck Williams) <ul style="list-style-type: none"> • Review of the Basics • Selecting New Employees • Organizational Culture 	3:30	Purchasing/Inventory Management (Will Ramsey) <ul style="list-style-type: none"> • Purchasing • Inventory Management
9:45	Fundamentals of Government (Bill Ebel) <ul style="list-style-type: none"> • The Three Branches of Government • Public Works Role in Local Government 	4:30	Adjourn
10:45	Roles of Local/State/Federal Legislative-Executive Bodies (BT Ebel) <ul style="list-style-type: none"> • Form and Function of Local Government • State and Federal Agencies • City/County/Regional 	Thursday, October 13, 2016	
11:15	Written Communications (Shelia Shockley) <ul style="list-style-type: none"> • Business Letters • Report Writing • Email Communications • Selling Your Ideas • Homework Assignment 	8:00	Organizational Assessment (Keith Duncan) <ul style="list-style-type: none"> • Issues and Assessment • SWOT Analysis • Next Steps
12:15	Lunch	9:00	The Regulatory Process (Larry Frevort) <ul style="list-style-type: none"> • Regulatory Agencies • Responsibilities and Obligations • Our Role
1:15	Social Media 101 (Amanda Keller) <ul style="list-style-type: none"> • Overview • Social Media in Local Government 	9:30	Decision Making (Jeff Fisher) <ul style="list-style-type: none"> • Analyzing Alternatives • Picking the Best Alternative
2:15	Job Interview Techniques (Mary Jaeger and Michele Bradson) <ul style="list-style-type: none"> • Three Phases of Interviews • What Can You Ask? • Making the Selection • Practicing What's Been Learned 	10:30	Emergency Management (Bill Stogsdill) <ul style="list-style-type: none"> • Hazard Mitigation - Risk Assessment • Public Works - Fire Responders and Responsibilities • Case Studies • Regional, State and Federal Resources
3:45	Conducting Effective Meetings (Joe Johnson) <ul style="list-style-type: none"> • Managing meetings • Setting goals and following through • Small vs. large meetings 	11:30	Lunch
4:45	Adjourn	12:30	Personal Success - A Key to Public Works Improvement (Larry Frevort) <ul style="list-style-type: none"> • What is "Grit?" • Do You Have Grit? • Can You Develop Grit?
Wednesday, October 12, 2016			
8:00	Report Evaluation (Cous Exercise) <ul style="list-style-type: none"> • Report Presentation and Critique 	1:30	Maintenance Managers' Panel (Nick Arena, Greg Bolon, Ron Dittmas and Rich Profolzer)
9:30	Budgeting and Finance (Gary Holmann) <ul style="list-style-type: none"> • Why We Budget • Types of Budgets • Financial Planning 	3:00	Examination
10:30	Managing Workplace Stress (Dena Mezger) <ul style="list-style-type: none"> • What are Stressors and Coping With Them 	4:00	Presentation of Certificates and Photos
11:30	Lunch	4:30	Final Adjournment

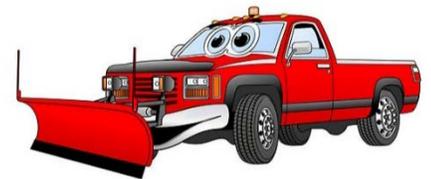
APW Snow Plow and Equipment Rodeo

Assistant Director Mann and Maintenance Worker Allen competed in this year's snow plow and equipment rodeo the week of October 3rd.

Assistant Director Mann finished 3rd out of 161 competitors in the large Snow Plow division and Maintenance Worker Allen finished 7th out of 37 competitors in the Street Sweeper competition.



3rd



7th





Parks & Recreation Department

October 2016 Report

Programs/Events

Upcoming Programs

December 2nd – Friday Night at the Mission

December 3rd – Shawnee Indian Mission Holiday Open House

December 9th – Cane's Coco and a Claus

December 17th – Holiday Trolley Trip

On the eve of the Fall Festival at the Shawnee Indian Mission, Fairway Parks & Recreation sponsored a free Friday Night Concert featuring the Phantoms of the Opry. Many people attended the event and volunteer organizers considered the event a success!

Several thousand people attended the 30th Annual Fall Festival at the Mission on October 8th and 9th. More than 80 handmade craft vendors along with food vendors, live entertainment, history reenactors and many volunteers helped to make the event a success.

On Sunday, October 30th around 800 people attended Fairway's Trail of Tricks and Treats at Peterson Park. The crowd was a significant boost from previous years creating some longer than usual lines at different activities. Thanks to everyone for their patience and to the SMN Cross Country Team for bringing 27 volunteers to work the event.

Shawnee Indian Mission

Jennifer Laughlin has accepted the position of Coordinator of Museum Experience and Programs for the Shawnee Indian Mission. Her first day will be Tuesday, November 8th.

Staff continues to review contracts and other documents the for service agreements that were previously handled by the Kansas Historical Society.

We are welcoming several groups, both children and adults, to the Mission for programs and tours.

Donations are always welcome for the Shawnee Indian Mission.

FINANCE REPORT FOR OCTOBER 2016

OCTOBER 2016 CASH AND CERTIFICATES OF DEPOSIT

The final General Fund Cash balance for October 2016 was **\$1,231,793.34**

The final General Fund Money Market account balance was **\$50,200.27**

The final balance for the General Fund Reserve CDs for October 2016 was **\$409,275.34**

FINANCE COMMITTEE MEETING

The Finance Committee did not meet in October.

- **Cash Flow Summary and Sales Tax Summaries:** The October Cash Flow summary shows revenues trending above 100% and expenditures trending near 93% for YTD. The projected cash carryforward for year-end 2016, minus the \$314,000 from the sale of the old Public Works site, would result in a carryforward close to that of 2015. The sales tax summary reflected October's amount of \$154,505.63, with a YTD monthly average of \$144,688.63, which is above budget.
- **Public Works Building Sale CD:** At some time in mid-November we need to purchase a CD in the amount of the PW facility sale. The intent is to get it out of general cash and specifically identified in a separate, short term CD.

The FINAL 2016 Finance Committee Meeting is scheduled for December 7, 2016 at 7:30 a.m.

ATTACHMENTS

- *October Financials*

City of Fairway
Statement of Net Assets
10/31/2016

Assets

Cash

Cash in General Checking - Pooled

1010.000	General Fund	\$ 1,231,793.34	
1010.000	Special Highway Fund	115,677.67	
1010.000	Storm Water Utility Fund	162,585.60	
1010.000	Debt Service Fund	120,886.34	
1010.000	Equipment Reserve Fund	10,000.00	
1010.000	Shawnee Indian Mission Fund	8,403.51	
1010.000	Special Parks & Recreation Fund	46,096.83	
1010.000	Fairway Tree Fund	38,275.00	
1010.000	Drug Tax Fund	32.60	
1010.000	Capitla Improvements Fund	<u>319,213.29</u>	
	Total Cash in General Checking - Pooled		\$ 2,052,964.18

Cash in Other Accounts

1131.000	General Fund Money Market Account	50,200.27	
1132.000	CD - GF Reserves (FNB 0826)	50,913.46	
1133.000	CD - GF Reserves (FNB 0031)	138,883.28	
1134.000	CD - GF Reserves (FNB 0827)	102,532.49	
1135.000	CD - GF Reserves (FNB 0828)	106,901.11	
1112.000	Court Bond Funds	10,045.00	
1113.000	Police Property & Evidence	1,285.41	
1128,1111	Petty Cash Funds	<u>169.00</u>	
	Total Cash in Other Accounts		<u>460,930.02</u>

Total Cash

2,513,894.20

Other Current Assets

1070.000	Escrowed Funds	-	
1121.000	Taxes Receivable	1,871,057.00	
1122.000	Rock Creek Study Reimbursement	-	
1127.000	Prepaid Expenses	34,185.63	
1125,1126,1129	Accounts Receivable	<u>1,348.00</u>	
	Total Other Current Assets		<u>1,906,590.63</u>

Total Assets

\$ 4,420,484.83

Liabilities & Net Assets

Current Liabilities

2005.000	Accounts Payable	\$ 180,445.71
2030.000	Accounts Payable Payroll	42,466.00
2040.000	Insurance Settlement	-
2110..2111	Court Bond Liability	9,891.55
2115.000	Police Property & Evidence	1,764.41
2116.000	State Court Costs	5,309.50
2117.000	State Judge's Training Fee	721.00
2118.000	State DL Reinstatement	516.12



City of Fairway
Subsidiary Schedule - Cash Balances
For the Period Ended 10/31/2016

		12/31/2015	2016 Activity		10/31/2016
		<u>Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Balance</u>
<u>Funds Pooled in General Checking</u>					
1010	General Fund	\$ 479,102.46	\$ 3,966,824.03	\$ 3,214,133.15	\$ 1,231,793.34
1010	Special Highway Fund	10,348.75	105,328.92	-	115,677.67
1010	Storm Water Utility Fund	33,663.30	248,922.30	120,000.00	162,585.60
1010	Debt Service Fund	147,679.30	203,287.04	230,080.00	120,886.34
1010	Equipment Reserve Fund	-	10,000.00	-	10,000.00
1010	Shawnee Indian Mission Fund	-	30,974.00	22,570.49	8,403.51
1010	Special Parks & Recreation Fund	40,409.08	13,298.85	7,611.10	46,096.83
1010	Fairway Tree Fund	12,550.00	25,725.00	-	38,275.00
1010	Drug Tax Fund	1,890.50	-	1,857.90	32.60
1010	Capital Improvement Funds	<u>668,133.74</u>	<u>778,268.76</u>	<u>1,127,189.21</u>	<u>319,213.29</u>
Total Funds Pooled in General Checking		1,393,777.13	5,382,628.90	4,723,441.85	2,052,964.18
<u>Funds Held in Other Accounts</u>					
1131	General Fund Money Market Account	50,158.46	41.81	-	50,200.27
1132	Certificate of Deposit - GF Reserves	50,284.20	629.26	-	50,913.46
1133	Certificate of Deposit - GF Reserves	138,021.12	862.16	-	138,883.28
1134	Certificate of Deposit - GF Reserves	101,258.32	1,274.17	-	102,532.49
1135	Certificate of Deposit - GF Reserves	104,941.32	1,959.79	-	106,901.11
1112	Court Bond Cash	11,504.50	10,850.50	12,310.00	10,045.00
1113	Police Property & Evidence	1,285.41	-	-	1,285.41
1111,1128	Petty Cash	<u>169.00</u>	<u>-</u>	<u>-</u>	<u>169.00</u>
Total Cash		<u>\$ 1,851,399.46</u>	<u>\$ 5,398,246.59</u>	<u>\$ 4,735,751.85</u>	<u>\$ 2,513,894.20</u>



City of Fairway
Statement of Activities
Year-to-Date Fund Summary
For the Period Ended 10/31/2016

	General Fund			Storm Water	Equipment	Shawnee Indian	Special Parks &	Fairway Tree	Capital	Total		
	General	Reserves	Special Highway	Utility	Debt Service	Mission Fund	Recreation	Fund	Improvement			
Cash Carryforward	\$ 529,260.92	\$ 394,504.96	\$ 10,348.75	\$ 33,663.30	\$ 147,679.30	\$ -	\$ -	\$ 40,409.08	\$ 12,550.00	\$ 1,890.50	\$ 668,133.74	\$ 1,838,440.55
Revenue												
Assessment Revenue	3,617,740.27		105,328.92	248,922.30	203,287.04			13,298.85		-	361,812.61	4,550,389.99
County Participation	10,480.00										134,538.75	145,018.75
Other Income	349,496.07	4,725.38	-				29,174.00		25,725.00		81,917.40	491,037.85
Bond Proceeds												
Transfer of Funds	-	-	-	-	-	10,000.00	1,800.00	-	-	-	200,000.00	211,800.00
Total Revenue	<u>3,977,716.34</u>	<u>4,725.38</u>	<u>105,328.92</u>	<u>248,922.30</u>	<u>203,287.04</u>	<u>10,000.00</u>	<u>30,974.00</u>	<u>13,298.85</u>	<u>25,725.00</u>	<u>-</u>	<u>778,268.76</u>	<u>5,398,246.59</u>
Total Revenue & Cash Carryforward	<u>4,506,977.26</u>	<u>399,230.34</u>	<u>115,677.67</u>	<u>282,585.60</u>	<u>350,966.34</u>	<u>10,000.00</u>	<u>30,974.00</u>	<u>53,707.93</u>	<u>38,275.00</u>	<u>1,890.50</u>	<u>1,446,402.50</u>	<u>7,236,687.14</u>
Expenditures												
Administration	1,014,512.13											1,014,512.13
Police	784,515.63											784,515.63
Public Works	725,566.66											725,566.66
Court	129,459.42											129,459.42
Parks & Recreation	425,622.04											425,622.04
Projects			-	-				7,611.10	-		1,005,462.64	1,013,073.74
Programs							22,570.49			1,857.90		24,428.39
Payments				120,000.00	228,400.00						157,025.25	505,425.25
Miscellaneous					1,680.00							1,680.00
Transfer of Funds	210,000.00											210,000.00
Total Expenditures	<u>3,289,675.88</u>	<u>-</u>	<u>-</u>	<u>120,000.00</u>	<u>230,080.00</u>	<u>-</u>	<u>22,570.49</u>	<u>7,611.10</u>	<u>-</u>	<u>1,857.90</u>	<u>1,162,487.89</u>	<u>4,834,283.26</u>
Change in Fund Balance												
Before Cash Carryforward	\$ 688,040.46	\$ 4,725.38	\$ 105,328.92	\$ 128,922.30	\$ (26,792.96)	\$ 10,000.00	\$ 8,403.51	\$ 5,687.75	\$ 25,725.00	\$ (1,857.90)	\$ (384,219.13)	\$ 563,963.33
Change in Fund Balance												
After Cash Carryforward	\$ 1,217,301.38	\$ 399,230.34	\$ 115,677.67	\$ 162,585.60	\$ 120,886.34	\$ 10,000.00	\$ 8,403.51	\$ 46,096.83	\$ 38,275.00	\$ 32.60	\$ 283,914.61	\$ 2,402,403.88



City of Fairway
Statement of Activities
General Operating Fund
For the Period Ended 10/31/2016

			Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
Revenues								
4000 .100	Cash Carryforward	\$	-	\$ 529,260.92	\$ 529,260.00	\$ 529,260.00	\$ (0.92)	(\$0.00)
4005 .100	Advalorem Tax		0.02	1,417,870.30	1,428,357.00	1,428,357.00	10,486.70	0.7%
4010 .100	Back Tax		5,628.13	19,848.44	11,510.00	11,510.00	(8,338.44)	-72.4%
4020 .100	Local Sales Tax		52,238.15	482,416.85	436,670.00	524,000.00	41,583.15	7.9%
4030 .100	County/State Sales Tax		41,691.09	401,706.22	404,168.00	485,000.00	83,293.78	17.2%
4040 .100	County Special Sales Tax		8,338.24	80,346.37	83,334.00	100,000.00	19,653.63	19.7%
4050 .100	Motor Vehicle Tax		16,891.26	138,790.89	140,912.57	140,912.57	2,121.68	1.5%
4055 .100	Commercial Vehicle Tax		-	1,336.18	-	-	(1,336.18)	N/A
4060 .100	Rec Vehicle Tax		31.77	139.41	1,109.61	1,109.61	970.20	87.4%
4065 .100	Watercraft County Tax		0.02	108.31	-	-	(108.31)	N/A
4066 .100	Building Permits		4,906.20	67,849.92	67,725.00	75,000.00	7,150.08	9.5%
4068 .100	OCC LIC/CMB LIC		134.50	18,530.50	9,900.00	10,100.00	(8,430.50)	-83.5%
4069 .100	Rental License/Inspection		90.00	5,130.00	12,660.00	12,900.00	7,770.00	60.2%
4070 .100	Franchise Tax- KCP&L		24,101.62	197,210.37	171,500.00	195,000.00	(2,210.37)	-1.1%
4080 .100	Franchise Tax - Gas Service		2,797.80	60,423.80	96,000.00	110,000.00	49,576.20	45.1%
4090 .100	Franchise Tax - AT&T		6,022.61	30,750.80	28,600.00	35,000.00	4,249.20	12.1%
4100 .100	Franchise Tax - Time Warner		-	28,751.95	33,800.00	40,000.00	11,248.05	28.1%
4110 .100	Franchise Tax - Surewest		1,175.45	14,237.13	16,674.70	20,000.00	5,762.87	28.8%
4115 .100	Franchise Tax - Google		1,722.00	1,722.00	-	-	(1,722.00)	N/A
4120 .100	Gasoline Tax		-	-	3,050.00	5,000.00	5,000.00	100.0%
4200 .100	Dog Licenses		20.00	4,880.00	4,550.00	4,750.00	(130.00)	-2.7%
4300 .100	Alarm Fees		260.00	490.00	420.00	500.00	10.00	2.0%
4340 .100	City Solid Waste and Recycling		581.76	264,144.72	259,764.00	259,764.00	(4,380.72)	-1.7%
4350 .100	Local Alcoholic Liquor		-	13,298.87	14,298.75	19,065.00	5,766.13	30.2%
4500 .100	Pool Membership Fees		-	73,631.00	72,000.00	72,000.00	(1,631.00)	-2.3%
4550 .100	Pool Gate Fees		-	66,592.09	47,000.00	47,000.00	(19,592.09)	-41.7%
4570 .100	Parks and Rec. Programming		2,837.75	33,376.50	30,000.00	30,000.00	(3,376.50)	-11.3%
4580 .100	Parks & Rec - Super Pass		2,902.56	8,212.56	8,000.00	8,000.00	(212.56)	-2.7%
4590 .100	Pool/Shelter Rental		330.00	11,840.00	10,500.00	11,000.00	(840.00)	-7.6%
4600 .100	Pool Concessions		-	42,457.24	29,500.00	29,500.00	(12,957.24)	-43.9%
4650 .100	Swim Team Revenue		-	14,367.00	13,500.00	13,500.00	(867.00)	-6.4%
4700 .100	Court Fines		13,804.00	93,951.24	125,000.00	150,000.00	56,048.76	37.4%
4705 .100	Returned Check Fees		-	30.00	-	-	(30.00)	N/A
4710 .100	Court Costs		2,932.50	21,899.61	29,170.00	35,000.00	13,100.39	37.4%
4725 .100	Fingerprinting Services		250.00	1,400.00	2,080.00	2,500.00	1,100.00	44.0%
4730 .100	Right of Way Permits		240.00	10,480.00	3,300.00	3,500.00	(6,980.00)	-199.4%
4740 .100	Interest on Investments		90.48	1,078.44	584.00	700.00	(378.44)	-54.1%
4750 .100	Record Copying		135.00	842.75	584.00	700.00	(142.75)	-20.4%
4755 .100	Trash Bag Tags		2.50	412.50	90.00	100.00	(312.50)	-312.5%
4760 .100	Miscellaneous		22,154.26	347,126.38	313,725.00	314,325.00	(32,801.38)	-10.4%
4765 .100	City Logo Product Sales		-	36.00	25.00	25.00	(11.00)	-44.0%
4800 .100	Transfer of Funds		-	-	-	-	-	N/A
Total Revenues			212,309.67	4,506,977.26	4,439,321.63	4,725,078.18	218,100.92	4.6%

Expenditures
Administration

5010 .411	Salaries - Administration		20,066.89	223,796.36	220,499.32	260,863.00	37,066.64	14.2%
5030 .411	Employer Payroll Taxes - Admin		1,612.70	17,832.47	16,855.22	19,956.02	2,123.55	10.6%
5090 .411	Retirement-Employer - ADMN		1,824.32	21,034.87	22,559.24	26,686.28	5,651.41	21.2%
5210 .411	Office Rent		7,092.00	70,920.00	70,920.00	85,104.00	14,184.00	16.7%
5230 .411	Utilities		776.47	7,640.29	6,833.30	8,200.00	559.71	6.8%
5250 .411	Insurance		666.57	102,626.73	114,269.00	114,819.00	12,192.27	10.6%
5260 .411	Health Insurance		3,532.82	34,952.48	34,169.20	41,003.00	6,050.52	14.8%
5290 .411	Animal Care		-	32,426.73	32,377.71	32,377.71	(49.02)	-0.2%
5310 .411	Accounting		1,662.00	28,055.00	27,800.00	31,000.00	2,945.00	9.5%



City of Fairway
Statement of Activities
General Operating Fund
For the Period Ended 10/31/2016

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
5320 .411	Consultant/Engineering	3,929.50	13,247.00	25,000.00	25,000.00	11,753.00	47.0%
5340 .411	Publications	205.15	5,916.53	5,300.00	5,500.00	(416.53)	-7.6%
5350 .411	Legal Fees	7,647.50	54,483.00	98,333.30	118,000.00	63,517.00	53.8%
5360 .411	Printing/Newsletter	-	4,880.15	6,000.00	6,000.00	1,119.85	18.7%
5370 .411	Equipment Maintenance	3,598.17	21,772.16	23,800.00	25,500.00	3,727.84	14.6%
5380 .411	Training/Membership	936.01	10,800.50	11,665.00	13,665.00	2,864.50	21.0%
5400 .411	Special Assistance	-	-	2,000.00	2,000.00	2,000.00	100.0%
5410 .411	Civil Defense Siren	-	332.28	333.30	400.00	67.72	16.9%
5420 .411	Reimbursed Expenditures	-	(4,034.22)	416.70	500.00	4,534.22	906.8%
5430 .411	Mayor/Councilmembers	1,500.00	15,000.00	15,000.00	18,000.00	3,000.00	16.7%
5470 .411	City Solid waste and Recycling	21,646.32	216,463.20	216,470.00	259,764.00	43,300.80	16.7%
5700 .411	Office Supplies	-	2,139.20	4,358.00	4,758.00	2,618.80	55.0%
5718 .411	Credit Card Fees	273.93	1,185.84	1,800.00	2,000.00	814.16	40.7%
5720 .411	Miscellaneous	-	1,355.11	1,666.70	2,000.00	644.89	32.2%
5730 .411	Postage	-	2,231.45	4,200.00	4,500.00	2,268.55	50.4%
5935 .411	Pizza 51 West Sales Tax Reimbursement	-	-	-	7,000.00	7,000.00	100.0%
5940 .411	Debt Service - GO Bonds 2010 & 2012	-	109,940.00	109,940.00	109,940.00	-	0.0%
5951 .411	Contingency	12,745.00	19,515.00	82,500.00	99,000.00	79,485.00	80.3%
Total Administration		89,715.35	1,014,512.13	1,155,065.99	1,323,536.01	309,023.88	23.3%
Police							
5010 .412	Salaries - PD	45,111.08	449,493.18	498,061.24	588,617.84	139,124.66	23.6%
5015 .412	Part-Time Salaries	-	-	-	-	-	N/A
5020 .412	Overtime - PD	394.71	8,430.20	29,614.38	35,000.00	26,569.80	75.9%
5030 .412	Employer Payroll Taxes - PD	3,261.14	32,547.98	38,121.70	45,029.26	12,481.28	27.7%
5090 .412	Retirement-Employer - PD	9,316.78	91,285.74	108,173.78	127,841.66	36,555.92	28.6%
5200 .412	Uniforms	656.38	4,294.80	5,400.00	8,000.00	3,705.20	46.3%
5230 .412	Utilities	214.20	13,056.90	19,500.00	23,500.00	10,443.10	44.4%
5240 .412	Crossing Guard	-	-	1,200.00	2,400.00	2,400.00	100.0%
5260 .412	Health Insurance	7,101.71	64,725.46	76,059.20	91,031.04	26,305.58	28.9%
5300 .412	Rodent Control	-	930.00	1,100.00	1,100.00	170.00	15.5%
5330 .412	Building Maintenance	2,627.83	10,257.46	15,000.00	18,000.00	7,742.54	43.0%
5360 .412	Printing	216.77	2,609.32	3,430.00	4,180.00	1,570.68	37.6%
5380 .412	Training	1,807.81	7,095.74	12,625.00	14,125.00	7,029.26	49.8%
5381 .412	Dues/Membership	-	2,721.16	4,969.00	6,469.00	3,747.84	57.9%
5395 .412	Ammunition	1,941.72	2,025.31	7,000.00	7,000.00	4,974.69	71.1%
5455 .412	Computer	8,979.54	21,620.56	39,000.00	40,000.00	18,379.44	45.9%
5475 .412	Equipment Purchase	615.05	3,199.68	8,246.20	10,000.00	6,800.32	68.0%
5480 .412	Radio/Radar	127.00	2,336.00	3,750.00	4,500.00	2,164.00	48.1%
5670 .412	Prisoner Care	-	-	3,600.00	4,500.00	4,500.00	100.0%
5700 .412	Office Supplies	561.35	4,830.12	4,500.00	6,500.00	1,669.88	25.7%
5715 .412	Photography	-	339.98	375.00	500.00	160.02	32.0%
5720 .412	Miscellaneous	499.17	3,978.86	1,800.00	2,200.00	(1,778.86)	-80.9%
5780 .412	Car Expense	8,630.53	21,139.87	45,650.00	54,788.00	33,648.13	61.4%
5783 .412	Vehicle/Equipment Lease Payments	-	37,597.31	37,637.46	37,637.46	40.15	0.1%
5900 .412	Lease/Purchase Payments	-	-	-	-	-	N/A
Total Police		92,062.77	784,515.63	964,812.96	1,132,919.26	348,403.63	30.8%



City of Fairway
Statement of Activities
General Operating Fund
For the Period Ended 10/31/2016

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>% Remaining</u>
Public Works							
5010 .413	Salaries - Public Works	15,469.31	177,726.31	185,212.72	218,887.72	41,161.41	18.8%
5020 .413	Overtime - Public Works	-	3,751.28	6,550.00	10,312.67	6,561.39	63.6%
5030 .413	Employer Payroll Taxes - PW	1,077.22	13,028.26	14,836.36	17,533.83	4,505.57	25.7%
5090 .413	Retirement-Employer - Public Works	1,438.44	16,765.23	18,947.28	22,392.21	5,626.98	25.1%
5200 .413	Uniforms	-	2,338.59	2,000.00	2,000.00	(338.59)	-16.9%
5230 .413	Utilities	887.72	16,817.20	24,832.00	30,000.00	13,182.80	43.9%
5260 .413	Health Insurance	3,373.18	27,483.26	24,900.00	29,897.19	2,413.93	8.1%
5320 .413	Engineering	-	25,193.44	18,500.00	20,500.00	(4,693.44)	-22.9%
5330 .413	Building Maintenance	-	1,914.26	3,000.00	3,500.00	1,585.74	45.3%
5370 .413	Equipment Maintenance	196.45	2,723.81	12,500.00	17,500.00	14,776.19	84.4%
5380 .413	Training	(3.66)	6,023.00	6,500.00	6,500.00	477.00	7.3%
5472 .413	Equipment Rental	-	1,595.10	1,000.00	1,000.00	(595.10)	-59.5%
5510 .413	Tree Board	-	399.50	7,500.00	18,500.00	18,100.50	97.8%
5520 .413	Salt	-	11,781.75	12,580.00	19,600.00	7,818.25	39.9%
5550 .413	Street Repair	(10,575.00)	-	20,000.00	20,000.00	20,000.00	100.0%
5570 .413	Tree Expense	4,793.00	80,650.61	76,892.76	80,500.00	(150.61)	-0.2%
5580 .413	Street Lights	9,332.98	99,283.82	111,100.00	133,500.00	34,216.18	25.6%
5700 .413	Office Expense	-	1,248.81	640.00	1,000.00	(248.81)	-24.9%
5720 .413	Miscellaneous	14.95	200.36	290.00	350.00	149.64	42.8%
5760 .413	Dump Fees	167.48	3,012.79	2,775.00	4,000.00	987.21	24.7%
5770 .413	Materials/Supplies	902.90	15,701.36	17,000.00	20,500.00	4,798.64	23.4%
5780 .413	Vehicle Expense	701.38	7,320.89	16,550.00	19,950.00	12,629.11	63.3%
5783 .413	Vehicle/Equip Lease Payments	-	31,052.49	31,052.49	31,052.49	-	0.0%
5800 .413	Street Signs	-	1,557.04	2,920.00	3,500.00	1,942.96	55.5%
5940 .413	Debt Service - GO Bonds 2010 & 2012	-	177,997.50	177,998.00	177,998.00	0.50	0.0%
Total Public Works		27,776.35	725,566.66	796,076.61	910,474.11	184,907.45	20.3%
Court							
5010 .414	Salaries - Court	9,276.95	99,433.82	104,620.12	123,642.00	24,208.18	19.6%
5020 .414	Overtime - Court	162.34	2,202.73	3,601.18	4,256.00	2,053.27	48.2%
5030 .414	Employer Payroll Taxes - Court	685.17	7,438.96	8,279.04	9,784.20	2,345.24	24.0%
5090 .414	Retirement-Employer - Court	681.12	7,736.99	9,180.82	10,850.00	3,113.01	28.7%
5260 .414	Health Insurance	1,009.80	9,676.92	9,409.60	11,291.52	1,614.60	14.3%
5350 .414	Legal Fees	-	680.00	6,346.16	7,500.00	6,820.00	90.9%
5381 .414	Dues/Memberships	-	125.00	500.00	500.00	375.00	75.0%
5660 .414	Law Enforcement Training	-	65.00	-	-	(65.00)	N/A
5670 .414	Prisoner Care	385.00	2,100.00	4,230.80	5,000.00	2,900.00	58.0%
5720 .414	Miscellaneous	-	-	846.16	1,000.00	1,000.00	100.0%
Total Court		12,200.38	129,459.42	147,013.88	173,823.72	44,364.30	25.5%
Parks & Recreation							
5010 .415	Salaries - Parks & Rec	9,269.24	239,024.93	252,053.00	294,000.00	54,975.07	18.7%
5020 .415	Overtime	-	1,286.19	-	-	(1,286.19)	N/A
5030 .415	Employer Payroll Taxes - Parks & Rec	662.95	18,034.50	19,439.50	22,500.00	4,465.50	19.8%
5090 .415	Retirement-Employer - Parks & Rec	876.38	7,689.39	7,431.37	9,589.00	1,899.61	19.8%
5200 .415	Uniforms	-	2,957.44	3,000.00	3,000.00	42.56	1.4%
5230 .415	Utilities	1,501.64	31,371.71	33,900.00	40,000.00	8,628.29	21.6%
5260 .415	Health Insurance	1,719.40	14,643.30	17,480.00	23,000.00	8,356.70	36.3%
5380 .415	Training	27.44	4,594.01	5,545.00	6,000.00	1,405.99	23.4%
5420 .415	Mileage Reimbursement	200.00	2,001.70	3,200.00	4,000.00	1,998.30	50.0%
5605 .415	Maintenance	321.25	16,246.18	18,470.00	22,000.00	5,753.82	26.2%
5610 .415	Operating Supplies	178.88	8,855.39	7,900.00	9,000.00	144.61	1.6%
5630 .415	Taxes	-	4,673.95	2,980.18	15,000.00	10,326.05	68.8%
5700 .415	Office Supplies	-	79.00	-	-	(79.00)	N/A



City of Fairway
Statement of Activities
General Operating Fund
For the Period Ended 10/31/2016

			Unencumbered				
	Current Month	Year to Date	Budget to Date	Annual Budget	Balance	% Remaining	
5718 .415	Credit Card Fees	-	6,805.01	-	-	(6,805.01)	N/A
5720 .415	Miscellaneous	-	93.95	250.00	300.00	206.05	68.7%
5820 .415	Chemicals	-	11,253.81	13,500.00	13,500.00	2,246.19	16.6%
5830 .415	Landscaping	-	5,203.80	4,500.00	4,500.00	(703.80)	-15.6%
5840 .415	Lessons	-	8.36	-	-	(8.36)	N/A
5850 .415	Publicity/Memberships	1,374.00	3,090.33	4,500.00	4,500.00	1,409.67	31.3%
5860 .415	Swim Team Expenditures	-	3,457.10	4,000.00	4,000.00	542.90	13.6%
5870 .415	Concession Supplies	-	23,192.61	28,000.00	28,000.00	4,807.39	17.2%
5900 .415	Capital Outlay	-	-	-	-	-	N/A
5920 .415	Concerts/Programming	71.81	21,059.38	24,320.00	30,000.00	8,940.62	29.8%
Total Parks & Recreation		<u>16,202.99</u>	<u>425,622.04</u>	<u>450,469.05</u>	<u>532,889.00</u>	<u>107,266.96</u>	<u>20.1%</u>
Interfund Transfers							
5910 .420	Transfer Out	-	10,000.00	-	-	(10,000.00)	N/A
5911 .420	Transfer to CIP	-	200,000.00	200,000.00	200,000.00	-	0.0%
Total Interfund Transfers		<u>-</u>	<u>210,000.00</u>	<u>200,000.00</u>	<u>200,000.00</u>	<u>(10,000.00)</u>	<u>-5.0%</u>
Total Expenditures		<u>237,957.84</u>	<u>3,289,675.88</u>	<u>3,713,438.49</u>	<u>4,273,642.10</u>	<u>983,966.22</u>	<u>23.0%</u>
Change in Fund Balance		<u>\$ (25,648.17)</u>	<u>\$ 1,217,301.38</u>	<u>\$ 725,883.14</u>	<u>\$ 451,436.08</u>	<u>\$ (765,865.30)</u>	



City of Fairway
Statement of Activities
General Fund Reserves - 110
For the Period Ended 10/31/2016

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.110	Cash Carryforward	\$ -	\$ 394,504.96	\$ -	\$ -	\$ (394,504.96)
4740.110	Interest on Investments	1,208.04	4,725.38	-	-	(4,725.38)
4800.110	Transfer of Funds	-	-	-	-	-
	Total Revenues	<u>1,208.04</u>	<u>399,230.34</u>	<u>-</u>	<u>-</u>	<u>(399,230.34)</u>
Expenditures						
5950.110	Contingency	-	-	-	-	-
	Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Change in Fund Balance	<u>\$ 1,208.04</u>	<u>\$ 399,230.34</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (399,230.34)</u>



City of Fairway
Statement of Activities
Special Highway - 520
For the Period Ended 10/31/2016

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.520 Cash Carryforward	\$ -	\$ 10,348.75	\$ 34,052.38	\$ 34,052.38	\$ 23,703.63
4725.520 Special Highway Revenue	28,246.68	105,328.92	102,290.00	102,290.00	(3,038.92)
4740.520 Interest on Investments	-	-	-	-	-
4760.520 Miscellaneous	-	-	-	-	-
Total Revenues	<u>28,246.68</u>	<u>115,677.67</u>	<u>136,342.38</u>	<u>136,342.38</u>	<u>20,664.71</u>
Expenditures					
5500.520 Contract Services	-	-	-	-	-
5680.520 Street Repairs/Improvements	-	-	50,000.00	50,000.00	50,000.00
5705.520 Cash Reserve	-	-	-	6,342.38	6,342.38
5720.520 Miscellaneous	-	-	-	-	-
5910.520 Transfer of Funds	-	-	-	-	-
5915.520 Transfer to CIP Fund for Projects	-	-	80,000.00	80,000.00	80,000.00
Total Expenditures	<u>-</u>	<u>-</u>	<u>130,000.00</u>	<u>136,342.38</u>	<u>136,342.38</u>
Change in Fund Balance	<u>\$ 28,246.68</u>	<u>\$ 115,677.67</u>	<u>\$ 6,342.38</u>	<u>\$ -</u>	<u>\$ (115,677.67)</u>



City of Fairway
Statement of Activities
Storm Water Utility - 540
For the Period Ended 10/31/2016

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.540	Cash Carryforward	\$ -	\$ 33,663.30	\$ 40,264.47	\$ 40,264.47	\$ 6,601.17
4770.540	Stormwater Utility	1,980.00	248,922.30	250,000.00	250,000.00	1,077.70
Total Revenues		<u>1,980.00</u>	<u>282,585.60</u>	<u>290,264.47</u>	<u>290,264.47</u>	<u>7,678.87</u>
Expenditures						
5017.540	Stormwater Projects	-	-	125,000.00	125,000.00	125,000.00
5205.540	Payments	-	120,000.00	120,000.00	120,000.00	-
5705.540	Cash Reserve	-	-	-	45,264.47	45,264.47
5720.540	Miscellaneous	-	-	-	-	-
5910.540	Transfer of Funds	-	-	-	-	-
Total Expenditures		<u>-</u>	<u>120,000.00</u>	<u>245,000.00</u>	<u>290,264.47</u>	<u>170,264.47</u>
Change in Fund Balance		<u>\$ 1,980.00</u>	<u>\$ 162,585.60</u>	<u>\$ 45,264.47</u>	<u>\$ -</u>	<u>\$ (162,585.60)</u>



City of Fairway
Statement of Activities
Debt Service Fund - 660
For the Period Ended 10/31/2016

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.660	\$ -	\$ 147,679.30	\$ 64,836.36	\$ 64,836.36	\$ (82,842.94)
4005.660	0.01	73,491.25	74,051.00	74,051.00	559.75
4010.660	291.82	1,135.87	-	-	(1,135.87)
4020.660	13,059.54	120,604.20	105,420.00	126,500.00	5,895.80
4050.660	953.10	7,964.24	7,951.00	7,951.00	(13.24)
4050.660	-	77.43	-	-	(77.43)
4060.660	1.79	8.02	62.00	62.00	53.98
4050.660	-	6.03	-	-	(6.03)
Total Revenues	<u>14,306.26</u>	<u>350,966.34</u>	<u>252,320.36</u>	<u>273,400.36</u>	<u>(77,565.98)</u>
Expenditures					
5205.660	-	100,000.00	100,000.00	100,000.00	-
5206.660	-	128,400.00	128,400.00	128,400.00	-
5207.660	-	-	-	-	-
5706.660	-	-	-	40,000.36	40,000.36
5720.660	-	1,680.00	4,500.00	5,000.00	3,320.00
Total Expenditures	<u>-</u>	<u>230,080.00</u>	<u>232,900.00</u>	<u>273,400.36</u>	<u>43,320.36</u>
Change in Fund Balance	<u>\$ 14,306.26</u>	<u>\$ 120,886.34</u>	<u>\$ 19,420.36</u>	<u>\$ -</u>	<u>\$ (120,886.34)</u>



City of Fairway
Statement of Activities
Equipment Reserve Fund - 750
For the Period Ended 10/31/2016

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.750	\$ -	\$ -	\$ -	\$ -	\$ -
4810.750	-	10,000.00	10,000.00	10,000.00	-
Total Revenues	<u>-</u>	<u>10,000.00</u>	<u>10,000.00</u>	<u>10,000.00</u>	<u>-</u>
Expenditures					
5475.750	-	-	10,000.00	10,000.00	10,000.00
Total Expenditures	<u>-</u>	<u>-</u>	<u>10,000.00</u>	<u>10,000.00</u>	<u>10,000.00</u>
Change in Fund Balance	<u>\$ -</u>	<u>\$ 10,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (10,000.00)</u>



City of Fairway
Statement of Activities
Shawnee Indian Mission Fund - 760
For the Period Ended 10/31/2016

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.760	Cash Carryforward	\$ -	\$ -	\$ -	\$ -
4410.760	Programs/Events	-	17.00	-	(17.00)
4412.760	Tours/Admissions	423.00	1,107.00	-	(1,107.00)
4415.760	Facility Rental	50.00	50.00	-	(50.00)
4420.760	SIM Foundation	5,000.00	10,000.00	10,000.00	-
4425.760	Kansas State Historical Soc.	9,000.00	18,000.00	18,000.00	-
4430.760	Donations	-	-	13,332.00	20,000.00
4800.760	Transfer of Funds	-	1,800.00	10,000.00	13,200.00
	Total Revenues	14,473.00	30,974.00	51,332.00	32,026.00
Expenditures					
5010.760	Salaries	2,400.00	10,500.00	16,668.00	14,500.00
5020.760	Overtime	278.54	278.54	-	(278.54)
5030.760	Social Security-Employer	183.60	805.16	1,275.00	1,107.34
5090.760	Retirement-Employer	-	-	1,356.00	2,036.00
5200.760	Uniforms	-	-	80.00	80.00
5230.760	Utilities	327.78	4,723.97	6,668.00	5,276.03
5260.760	Health Insurance	-	-	3,000.00	6,000.00
5330.760	Building Maintenance	2,926.00	4,885.90	5,000.00	2,614.10
5700.760	Office Supplies	-	771.92	668.00	228.08
5850.760	Publicity/Memberships	-	605.00	1,868.00	2,195.00
	Total Expenditures	6,115.92	22,570.49	36,583.00	33,758.01
	Change in Fund Balance	\$ 8,357.08	\$ 8,403.51	\$ 14,749.00	\$ (1,732.01)



City of Fairway
Statement of Activities
Special Parks & Recreation Fund - 770
For the Period Ended 10/31/2016

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.770	Cash Carryforward	\$ -	\$ 40,409.08	\$ 17,448.10	\$ 17,448.10	\$ (22,960.98)
4280.770	Local Alcoholic Liquor	-	13,298.85	14,298.00	19,064.00	5,765.15
Total Revenues		<u>-</u>	<u>53,707.93</u>	<u>31,746.10</u>	<u>36,512.10</u>	<u>(17,195.83)</u>
Expenditures						
5305.770	Park Improvement	-	7,611.10	36,512.10	36,512.10	28,901.00
5705.770	Cash Reserve	-	-	-	-	-
Total Expenditures		<u>-</u>	<u>7,611.10</u>	<u>36,512.10</u>	<u>36,512.10</u>	<u>28,901.00</u>
Change in Fund Balance		<u>\$ -</u>	<u>\$ 46,096.83</u>	<u>\$ (4,766.00)</u>	<u>\$ -</u>	<u>\$ (46,096.83)</u>



City of Fairway
Statement of Activities
Fairway Tree Fund - 780
For the Period Ended 10/31/2016

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues					
4000.780	\$ -	\$ 12,550.00	\$ -	\$ -	\$ (12,550.00)
4772.780	-	25,725.00	-	-	(25,725.00)
Total Revenues	-	38,275.00	-	-	(38,275.00)
Expenditures					
5306.780	-	-	3,000.00	6,000.00	6,000.00
Total Expenditures	-	-	3,000.00	6,000.00	6,000.00
Change in Fund Balance	\$ -	\$ 38,275.00	\$ (3,000.00)	\$ (6,000.00)	\$ (44,275.00)



City of Fairway
Statement of Activities
Drug Tax Fund - 880
For the Period Ended 10/31/2016

		<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>
Revenues						
4000.88	Cash Carryforward	\$ -	\$ 1,890.50	\$ 1,890.50	\$ 1,890.50	\$ -
4775.88	Drug Tax Revenue	-	-	-	-	-
	Total Revenues	<u>-</u>	<u>1,890.50</u>	<u>1,890.50</u>	<u>1,890.50</u>	<u>-</u>
Expenditures						
5930.88	Law Enforcement	-	1,857.90	-	1,890.50	32.60
	Total Expenditures	<u>-</u>	<u>1,857.90</u>	<u>-</u>	<u>1,890.50</u>	<u>32.60</u>
	Change in Fund Balance	<u>\$ -</u>	<u>\$ 32.60</u>	<u>\$ 1,890.50</u>	<u>\$ -</u>	<u>\$ (32.60)</u>



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 7:30 P.M. at 4210 Shawnee Mission Parkway, Fairway, Kansas, on Monday, October 10, 2016.

Present: Council Members J.D. Fair, David Watkins, Gail Gregory, Melanie Hepperly, Jim Poplinger, Michael Staley, Joe Levin and Tanya Keys.

Absent: None.

Presiding: Mayor Jerry W. Wiley.

Staff Present: Steve Chinn, City Attorney; City Administrator/City Clerk Kathy Axelson; Mike Fleming, Chief of Police; Bill Stogsdill, Director of Public Works; Bill Sandy, Building Inspector/Codes Administrator; Nathan Nogelmeier, Director of Parks and Recreation; Barb Fox, Recording Secretary.

Visitors: Graham Smith, Gould Evans, 4041 Mill Street, Kansas City, Missouri; Dave Arteberry, George K. Baum, 4801 Main Street, Kansas City, Missouri; Gina Riekhof, Gilmore & Bell, 2405 Grand Boulevard, Kansas City, Missouri.

CALL TO ORDER AND ANNOUNCEMENTS

Mayor Wiley called the meeting to order.

PLEDGE OF ALLEGIANCE

Mayor Wiley asked Chief Fleming to lead the Council in the Pledge of Allegiance.

INTRODUCTION OF NEW PUBLIC WORKS EMPLOYEE, RICK ALLEN

Director Stogsdill introduced new Public Works employee, Rick Allen, and welcomed him to the department.

COMPREHENSIVE PLAN UPDATE – REPORT OF THE COMPREHENSIVE PLAN ADVISORY COMMITTEE AND GOULD EVANS, CONSULTANTS

Graham Smith, of Gould Evans, 4041 Mill Street, reported on the status of the update to the Comprehensive Plan. The Comprehensive Plan is used to help inform the City in the future with respect to changes to regulations and codes. He stated that the Advisory Committee met and a public meeting was held last week. A community survey was also

conducted. They have also reviewed demographic information to help better understand the community.

Challenges identified from the Advisory Committee meetings include the following:

- (1) Housing redevelopment and the scale, character and size of new homes.
- (2) Civic investment and how public money is being spent to improve the community.
- (3) Commercial and office redevelopment of the Fairway Shops and Office Park and how any future redevelopment would be handled.
- (4) Bike and pedestrian improvements throughout the City.
- (5) The traffic and character of Shawnee Mission Parkway, which presents a front door to Fairway.
- (6) Changing demographics with younger families moving in and staying in the community longer and how that will affect the housing market, retail, and services.

Mr. Smith reported 345 responses were received from the community survey, which is a little less than 10 percent and he considers that a great response rate. Most survey responses mirrored those challenges identified by the Advisory Committee. Nearly 101 responders left a comment, most of which were complimentary of the City and consultants. There were several conflicting comments and they will be researching those more closely. Twenty-five participants attended the public meeting. Again, many of the comments received were the same, especially with respect to housing redevelopment. New challenges identified were water runoff and tree preservation.

Mr. Smith explained that goals have been identified from the challenges identified. The first goal relates to the character and quality of redevelopment in Fairway. The second relates to the public spaces and amenities that the City provides. The third goal is to create bicycle and pedestrian connections; and, how to best connect neighborhoods to amenities, neighborhoods to neighborhoods, and neighborhoods to services. The fourth goal is to maintain in advance the public infrastructure that it takes to further support and develop the community.

Mr. Smith said the next step is to look at how to accomplish those goals. A second community survey will be sent to the community that will ask questions about how to address the goals and challenges identified. He hopes to be able to submit the draft Comprehensive Plan to the Council in January for review and approval. He offered to answer questions from the Council.

Councilman Poplinger related a discussion he had with his neighbor concerning the tear down and rebuilding going on in the City and the changing requirements of today's housing versus homes that were built in the 1930's. He also discussed observations that homes in Fairway neighborhoods are all different, which is not the case with homes in newer areas.

Responding to Mayor Wiley's question, Mr. Smith stated that the demographics show that the City's peak population was in the 1960's, but that population decreased until about 2010. Over the last five years the population has increased and he attributes that to young families moving into the neighborhoods. They are in the process of putting together information concerning the demographics and will provide that to the Council and community when it is completed.

REPORTS OF STANDING COMMITTEES

CONSOLIDATED FIRE DISTRICT NO. 2, CHIEF TONY LOPEZ

No report.

ADMINISTRATION COMMITTEE, MR. POPLINGER

Monthly Report

City Administrator/City Clerk Axelson referred the Council to the report in the packet subject to questions. She explained that the Administration Committee continues to work on the employee manual and while she hoped to have that completed before her departure on November 1, she knows that the good work being done on the manual will continue. She thanked Councilman Poplinger for his excellent work in reviewing and revising the drafts.

Since this is her last meeting, City Administrator/City Clerk Axelson thanked the Governing Body and staff for their work during her time with the City. She stated she is proud of all the projects the City was able to complete over the last 2 ½ years. She believes that the City has an excellent and professional staff and knows that they will do great things in the future.

She also discussed the Annual Conference of the League of Municipalities that she and Councilwoman Hepperly attended. She encouraged the Governing Body and staff to attend the activities put on by the League because of the importance of building relationships and working together with other cities across the state.

She thanked everyone for their support and for being great people to work with.

POLICE COMMITTEE, CHIEF FLEMING

Monthly Report

Chief Fleming indicated he would let his report stand as submitted, subject to questions. He discussed the Fall Festival at the Shawnee Indian Mission and stated that with the preplanning and help from the Police Department and Public Works, everything went smoothly.

He also thanked City Administrator/City Clerk Axelson for her counsel over the last 2 ½ years and stated he appreciates that she was never too busy for a question.

PUBLIC WORKS COMMITTEE, MR. STOGSDILL

Monthly Report

Director Stogsdill indicated he would let his report stand as submitted, subject to questions.

Director Stogsdill also thanked City Administer/City Clerk Axelson for her service and while he is disappointed to see her leave, he understands the situation.

Responding to Mayor Wiley's question, Director Stogsdill stated that the gas company's work on Mission Road should be completed this week. He explained the process used by the gas company in making repairs, stating that it is very time consuming.

PARKS AND RECREATION COMMITTEE, MR. NOGELMEIER

Monthly Report

Director Nogelmeier referred the Council to the report in the packet, subject to questions. He stated there was a pickle ball clinic at the Park last weekend and about 15 people participated. He thanked Lisa London for leading the clinic.

He also thanked Judy and Lanny Riedel, who are the Chairs of the Fall Festival, as well as all the volunteers involved, for their work and countless hours spent in making the Festival a success.

He discussed a revision to Legacy Fund Agreement on the Consent Agenda changing the reference to 2(b) instead of 2(a) in Section 3.

Director Nogelmeier announced that the City and Friends of the Foundation will be sponsoring a Texas Hold'em Tournament on October 22. If the program fills to capacity, it is projected to net \$1,000 after expenses and those funds will go into the fund established to offset costs. The event will begin at 7:00 P.M. and is projected to last four or five hours. The winner will be named the Grand Champion. He encouraged anyone interested in participating to sign up on the City's website.

Director Nogelmeier also thanked City Administrator/City Clerk Axelson for her leadership and advice and stated that without that, he would not have been able to accept the position of City Administrator.

Responding to Mayor Wiley's question, Director Nogelmeier stated that he believes the Festival attendance was better than in year's past but Ms. Riedel is still putting together that information.

Mayor Wiley suggested that the City put together some kind of recognition to Judy and Lanny Reidel for their work and Director Nogelmeier agreed.

FINANCE COMMITTEE, MS. HEPPERLY

Monthly Report

Councilwoman Hepperly reported that the refunding concluded last week. The refunding was originally estimated to bring a savings of \$460,000 over the remaining term of the bonds; however, the City received a lower interest rate, resulting in a savings of over \$576,000.

Councilwoman Hepperly referred the Council to page 14 of the financial statements with respect to the Shawnee Indian Mission Fund. She stated that for the month of September a deficit was shown so \$1,800 was transferred from the general fund to cover the deficit. She will continue to monitor the situation. Now that the Legacy Fund is in place, the Foundation can begin to raise funds and, hopefully, alleviate the need for future transfers. She understands that transfers may be needed through the end of the year.

Director Nogelmeier stated that following the transfer, he received the second quarter minimum contribution from the state, which operates on a July to June calendar year, in the amount of \$9,000. He also expects to receive the fourth quarter contribution of \$5,000 from the Foundation after its next meeting. He does not believe those funds will be enough to cover the expenses through the remainder of the year so another transfer may be needed unless revenue comes in from another source.

Discussion followed concerning the payment made to Fahey and the reason a portion was placed in the Public Works Department budget and not included as a part of the capital projects. Director Stogsdill stated that the expense relates to paving the area in front of the salt dome, which was not included as part of the Capital Improvement Plan. He had hoped that they would not have to pave the area; however, the area is gravel and they are concerned that salt will be lost in the gravel during the offloading process.

Councilwoman Hepperly requested that the expense be transferred to contingency so that it is not a part of the operating budget. City Administrator/City Clerk Axelson stated that she would make that change.

City Administrator/City Clerk referred the Council to the report in the packet, subject to questions. She has been working with Director Nogelmeier on the

transition of her duties. She believes that the finances look strong for the end of the year and she thanked everyone for their team work.

ANIMAL CONTROL, MR. FAIR

Monthly Report

No report.

TREE BOARD, MR. NOGELMEIER

Director Nogelmeier reported that he did not have time to update the Tree Protection Ordinance as planned and it will come before the Council for consideration in November.

FLOOD PLAIN, MR. FAIR

No report.

PUBLIC COMMENT

Mayor Wiley asked if there were members of the public who would like to make a comment. Hearing none, he closed the public comment portion of the meeting.

APPROVAL OF CONSENT AGENDA

Mayor Wiley outlined the four items on the Consent Agenda. The Consent Agenda items include the following: (A) Minutes of Previous Regular City Council Meeting; (B) Claims and Appropriations September, 2016 - Ordinance #1631; (C) Cooperative Agreement for Funding Operations of 2016 Operation Green Light Traffic Control System; (D) Shawnee Indian Mission Legacy Fund Agreement.

City Attorney Chinn stated that he anticipates revisions will be made to Item C and suggested that it be set over to next month.

Councilman Watkins moved that the Council approve Items A, B and D (with the revision outlined by Director Nogelmeier), on the Consent Agenda. Councilwoman Hepperly seconded the motion and the motion carried unanimously.

NEW BUSINESS

Consider Ordinance #1632 Authorizing and Providing for the Issuance of General Obligation Refunding Bonds, Series 2016-A.

Dave Arteberry of George K. Baum discussed the exceptional work of City Administrator/City Clerk Axelson. He explained that the City has been getting its bonds rated for about 6 years. A lot of organization and preparation was involved the first two times the City went through the process. He believes the City was going through a transitional period but has come out well. The last couple of rating calls the story the City has to tell in terms of its finances, its planning and organization is very easy and a great story to tell to investors. He believes that City Administrator/City Clerk Axelson and other members of the Finance Committee have made great efforts to improve the City's finances.

Mr. Arteberry discussed the bond offering, stating that they had estimated an interest rate of 1.9 percent on the bonds, generating about \$460,000 in savings over the life of the bonds. Five bids were received with the best rate of 1.59 percent being received from Raymond James. The bond issue was resized and based on that bid, the savings increased to \$576,000. The total final principal amount of the issue was \$3,760,000, and the interest rate on the refinanced bonds was 3.77 percent, or a decrease of 2 percent. He also explained that the present value savings was about 13.7 percent while the industry standard for present value savings is 3 to 5 percent.

Mayor Wiley signed the bid form and the only remaining action is for the Council to review and approve the bond Ordinance and then adopt the bond Resolution. Mr. Arteberry offered to answer questions.

Councilman Watkins moved that the Council approve Ordinance #1632 authorizing and providing for the issuance of General Obligation Refunding Bonds, Series 2016-A. Councilwoman Hepperly seconded the motion and the motion carried unanimously.

Consider Resolution #2016-D Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2016-A Previously Authorized by Ordinance #1632.

Councilman Watkins moved that the Council adopt Resolution #2016-D prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Section 2016-A previously authorized by Ordinance #1632. Councilwoman Hepperly seconded the motion and the motion carried unanimously.

Consider Planning Commission's Recommendation Regarding a Special Use Permit #2016-1 for Southern Star Gas, 6006 Mission Road, and approve Ordinance #1633.

Building Inspector/Codes Administrator Sandy stated this item relates to a 20 foot communications pole located behind the Hideaway Pet Shop at 6006 Mission Road. The request is that the pole be replaced and the height of the new pole will be 60 feet. The pole is not a massive or imposing tower and will be 1 ½ inches in

diameter. The pole is used to report gas information to the next receiving station and then on to Kentucky for monitoring.

Building Inspector/Codes Administrator Sandy recommended approval of the Special Use Permit and offered to answer questions.

Mayor Wiley asked for discussion from the Council. Hearing none, he asked for a motion.

Councilwoman Hepperly moved that the Council approve the Planning Commission's recommendation regarding a Special Use Permit #2016-1 for Southern Star Gas, 6006 Mission Road, and approve Ordinance #1633. Councilman Poplinger seconded the motion and the motion carried unanimously.

Consider Charter Ordinance #25, Exempting the City of Fairway, Kansas from the Provisions of K.S.A. 14-570 and K.S.A. 14-571, and Providing Substitute and Additional Provisions on the Same Subject Relating to Public Improvements and the Issuance of Bonds for the Purpose of Paying for Said Improvements.

City Administrator/City Clerk Axelson referred the Council to the report in the packet. She explained that the Charter Ordinance requires two-thirds majority vote of the Council, must be published consecutively for two weeks followed by a 60-day protest period. She stated that the Charter Ordinance shows that the City is being proactive in trying to improve its flexibility in funding Capital Improvement Plan (CIP) projects.

City Attorney Chinn asked Gina Riekhof of Gilmore and Bell to discuss this item.

Gina Riekhof explained that she is with Gilmore and Bell, bond counsel for the City. As background, she explained that the Kansas Constitution states that if there is an enactment of the Kansas Legislature that is not uniformly applicable to all cities, then local governments are afforded the ability to charter out of the enactment, legislate on their own and vary the terms of the legislation. The particular statutes that are referenced in this Charter Ordinance itself are not uniformly applicable, because they are applicable to cities of the second class, which Fairway is, but are not applicable to all cities. This particular enactment gives cities of the second class, once they have considered and approved a multi-year CIP, to issue general obligation bonds in order to fund projects that are on that CIP. The statute currently provides that cities may do that with a public vote. The Charter Ordinance proposed will give the City the authority to issue general obligation bonds to fund projects that are on the approved CIP, but will remove the public vote requirement. Many other Kansas statutes allow cities to issue bonds without a public vote like bonds for street projects, renovation of city buildings, and bonds for water and sewer improvements.

The Charter Ordinance does not obligate the City to issue bonds for any project that is on its CIP but does give it the flexibility in the future to make a decision to issue general obligation bonds for none, some or all projects.

Ms. Riekhof explained that the Legislature imposed a tax lid several years ago and during the last legislative session it was made more restrictive. This Charter Ordinance could be important in the future because rating agencies look at what cities are doing in order to provide more flexibility to react to situations when the tax lid limits options at the local level. Ms. Riekhof offered to answer questions from the Council.

Mayor Wiley asked for questions from the Council. Hearing none, he asked for a motion.

Councilman Watkins moved that the Council approve Charter Ordinance #25, exempting the City of Fairway, Kansas from the provisions of K.S.A. 14-570 and K.S.A. 14-571 and providing substitute and additional provisions on the same subject relating to public improvements and the issuance of bonds for the purpose of paying for said improvements. Councilman Fair seconded the motion and the motion carried unanimously.

Consider Building Permit Extension for 5731 Windsor – Joey and Shana Grant, property owners; Gahagan-Eddy Building Co., Contractor.

Building Inspector/Codes Administrator Sandy explained that this is a large home with many unique features and has taken longer than anticipated to complete. The applicant is requesting a 90-day extension to January 19, 2017. The contractor has been working diligently on the project and he recommends approval of the extension.

Responding to Mayor Wiley's question, Building Inspector/Codes Administrator Sandy stated that the fee for the extension will be half of the cost of the original building permit.

Mayor Wiley asked for a motion.

Councilman Poplinger moved that the Council approve the building permit extension for 5731 Windsor – Joey and Shana Grant, property owners, Gahagan-Eddy Building Co., contractor. Councilman Watkins seconded the motion and the motion carried unanimously.

Consider Ordinance #1634, Annual Standard Traffic Ordinance.

City Attorney Chinn reported that each year the League of Municipalities publishes a Standard Traffic Ordinance and the City incorporates that Ordinance by reference and adopts additions thereto.

Responding to Councilman Poplinger's question, Chief Fleming confirmed that changes made at the state level did not affect the City.

Mayor Wiley asked for a motion.

Councilman Watkins moved that the Council approve Ordinance #1634, annual Standard Traffic Ordinance. Councilman Fair seconded the motion and the motion carried unanimously.

Consider Ordinance #1635, Annual Uniform Public Offense Code.

City Attorney Chinn explained that this ordinance deals with uniform public offenses. The same procedure is followed as in the prior discussion and the Ordinance is consistent with the Ordinance passed last year.

Mayor Wiley asked for a motion.

Councilwoman Keys moved that the Council approve Ordinance #1635, annual Uniform Public Offense Code. Councilman Levin seconded the motion and the motion carried unanimously.

Consider Ordinance #1636, an Ordinance Amending and Repealing Section 15-852 entitled "Application Procedure."

City Administrator/City Clerk Axelson reported that this item and the one that follows are tied together. During 2017 budget process, the Finance Committee considered and recommended an increase in the building permit fees. When amending the fee schedule, Assistant City Clerk Young found some discrepancies with language contained in Chapter 15 with respect to the permit application procedures and length and duration of permits. This Ordinance will correct those discrepancies so that Chapter 15 and the permit fee schedule are consistent.

Mayor Wiley asked for a motion.

Councilman Watkins moved that the Council approve Ordinance #1636, an ordinance amending and repealing Section 15-852 entitled "Application Procedure." Councilwoman Hepperly seconded the motion and the motion carried unanimously.

Consider Resolution #2016-E, Updating the Master Fee Scheduling for the Parks & Recreation and Administration Departments.

City Administrator/City Clerk Axelson stated that this Resolution repeals the Resolution from 2011, which is the last time the fee schedule was updated, and adopts the updated fee schedule.

Mayor Wiley asked for a motion.

Councilwoman Hepperly moved that the Council adopt Resolution #2016-E, updating the Master Fee Schedule for the Administration and Parks & Recreation Departments. Councilman Fair seconded the motion carried unanimously.

Consider Mayoral Appointment of Nathan Nogelmeier as City Administrator Effective November 1, 2016 and Authorize Mayor to Draft and Execute Employee Agreement.

Mayor Wiley asked for a motion.

Councilwoman Gregory moved that the Council approve the Mayoral appointment of Nathan Nogelmeier as City Administrator, effective November 1, 2016, and authorize Mayor Wiley to draft and execute employee agreement. Councilman Watkins seconded the motion and the motion carried unanimously.

Consider Mayoral Appointment of Kim Young as City Clerk, effective November 1, 2016.

Mayor Wiley asked for a motion.

Councilman Fair moved that the Council approve the Mayoral appointment of Kim Young as City Clerk, effective November 1, 2016. Councilman Watkins seconded the motion and the motion carried unanimously.

ADDITIONAL PUBLIC COMMENT

Mayor Wiley asked if anyone would like to make a public comment. Hearing none, he closed the public comment portion of the meeting.

ADJOURNMENT

Councilman Fair moved to adjourn. Councilman Watkins seconded the motion and the motion carried unanimously.

There being no further business to come before the Council, the meeting was adjourned at 8:43 P.M.

Mayor Jerry W. Wiley

Attest:

Barb Fox, Recording Secretary

City of Fairway, Kansas
ORDINANCE #1637
CLAIMS & APPROPRIATIONS-10/1/2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
2220.100	Garnishments	Kansas Payment Center	Invoice: 10/13/16 GARNISHMENT	10/12/2016	350.00
2220.100	Garnishments	Family Support Payment Center	Invoice: 10/13/16 GARNISHMENT	10/12/2016	352.50
2220.100	Garnishments	Kansas Payment Center	Invoice: 10/13/16 GARNISHMENT	10/12/2016	609.00
2220.100	Garnishments	Kansas Payment Center	Invoice: 10/27/16 GARNISHMENT	10/26/2016	350.00
2220.100	Garnishments	Family Support Payment Center	Invoice: 10/27/16 GARNISHMENT	10/26/2016	352.50
2220.100	Garnishments	Kansas Payment Center	Invoice: 10/27/16 GARNISHMENT	10/26/2016	609.00
4570.100	Parks & Rec Programming	Erin Billingsley	Invoice: 10/14/16 REFUND-DANCE CANCELED	10/12/2016	40.00
4570.100	Parks & Rec Programming	John Lynch	Invoice: 10/14/16 REFUND-DANCE CANCELED	10/12/2016	40.00
4570.100	Parks & Rec Programming	Aimee Thompson	Invoice: 7952 / REFUND-RAIN BARREL CANCELED	10/26/2016	56.00
4570.100	Parks & Rec Programming	Amanda Boyers	Invoice: 7953 / REFUND-RAIN BARREL CANCELED	10/26/2016	61.00
4570.100	Parks & Rec Programming	Shawna Powell	Invoice: 7960 / REFUND-RAIN BARREL CANCELED	10/26/2016	56.00
4590.100	Pool/Shelter Rental	Rebekah Kingsley	Invoice: 5940 REFUND / CANCELED	10/12/2016	80.00
Total General Operating					2,956.00
5210.411	Office Rent	MREM Fairway Property	Invoice: 10/1/16 / OCTOBER RENT	10/6/2016	7,092.00
5230.411	Utilities	AT&T	Invoice: 8041 10/1/16 / OCT PHONES	10/19/2016	676.47
5250.411	Insurance	KCL Group Benefits	Invoice: 10/1/16 / OCTOBER PREMIUMS	10/6/2016	94.00
5250.411	Insurance	KCL Group Benefits	Invoice: 11/1/16. / NOVEMEBER PREMIUMS	10/26/2016	188.00
5250.411	Insurance	New Directions	Invoice: 223546 / EAP QTRLY PREMIUMS	10/6/2016	87.65
5260.411	Health Insurance	Midwest Public Risk	Invoice: B0216X / OCTOBER HEALTH PREMIUMS	10/6/2016	3,532.82
5320.411	Consultant/Engineering	Gould Evans, PC	Invoice: 21661604 / COMP PLAN UPDATE-PARTIAL	10/19/2016	3,929.50
5340.411	Publications	The Legal Record	Invoice: L63013 / CHARTER ORD. 24	10/6/2016	92.65
5340.411	Publications	The Legal Record	Invoice: L63295 / ORD. 1629 SUMMARY	10/12/2016	4.72
5340.411	Publications	The Legal Record	Invoice: L63296 / ORD. 1630 SUMMARY	10/19/2016	4.72
5340.411	Publications	The Legal Record	Invoice: L63342 / OCTOBER BZA MTG	10/12/2016	10.43
5340.411	Publications	The Legal Record	Invoice: L63433 / CHARTER ORD. 25	10/26/2016	60.19
5340.411	Publications	The Legal Record	Invoice: L63468 / ORD. 1632 SUMMARY	10/19/2016	9.24
5340.411	Publications	The Legal Record	Invoice: L63469 / ORD. 1636 SUMMARY	10/19/2016	4.72
5340.411	Publications	The Legal Record	Invoice: L63476 / ORD. 1633 SUMMARY	10/19/2016	4.72
5340.411	Publications	The Legal Record	Invoice: L63477 / ORD. 1634 SUMMARY	10/19/2016	6.88
5340.411	Publications	The Legal Record	Invoice: L63478 / ORD. 1635 SUMMARY	10/19/2016	6.88
5350.411	Legal Fees	Stinson Leonard Street	Invoice: 10/16 CHINN REIMB / MUN. ATTY MTG	10/26/2016	1,000.00
5350.411	Legal Fees	Stinson Leonard Street	Invoice: 40031353 / PC MATTERS	10/26/2016	2,297.50
5350.411	Legal Fees	Stinson Leonard Street	Invoice: 40031354 / CITY ATTY MATTER	10/26/2016	4,350.00
5370.411	Equipment Maintenance	Johnson County Government	Invoice: 103301 / IT 3rd QTR	10/19/2016	3,406.17

City of Fairway, Kansas
ORDINANCE #1637
CLAIMS & APPROPRIATIONS-10/1/2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5370.411	Equipment Maintenance	Keller Fire & Safety	Invoice: 172210 / ANNUAL FIRE EXT. INSPECTION	10/19/2016	49.00
5370.411	Equipment Maintenance	Konica Minolta Bus Solutions USA Inc	Invoice: 241654935 / JUNE COPIER USAGE	10/6/2016	74.30
5370.411	Equipment Maintenance	Mr Mat, LLC	Invoice: 529067 / ENTRY MATS	10/12/2016	15.26
5370.411	Equipment Maintenance	Mr Mat, LLC	Invoice: 529527 / ENTRY MATS	10/26/2016	15.26
5370.411	Equipment Maintenance	Pure Water Delivery	Invoice: 64622 / WATER & COOLER	10/12/2016	23.09
5370.411	Equipment Maintenance	Pure Water Delivery	Invoice: 73841 / WATER & COOLER	10/26/2016	15.09
5380.411	Training/Membership	Abbie Aldridge	Invoice: 10/11-10/13 MILEAGE / PW INSTIT CONF	10/19/2016	61.56
5380.411	Training/Membership	Kim Young	Invoice: 10/15-10/17/16 REIMB-RETIREMENT PARTY	10/19/2016	123.06
5380.411	Training/Membership	Capital One Commercial	Invoice: 10/17/16 / RETIREMENT PARTY	10/19/2016	256.55
5380.411	Training/Membership	Collegiate Trends, LLC	Invoice: 1536 / RETIREMENT GIFT-K.AXELSON	10/26/2016	166.47
5380.411	Training/Membership	First National Bank Omaha	Invoice: 2976 11/14/16 /JOCO MGR & COMM MTGS	10/26/2016	37.82
5380.411	Training/Membership	Balls Food	Invoice: 648317 / RETIREMENT PARTY	10/19/2016	17.66
5380.411	Training/Membership	First National Bank Omaha	Invoice: 9595 11/14/16 / RETIRMENT PARTY FOOD	10/26/2016	272.89
5470.411	City Solid waste and Recycling	WCA Waste Corporation	Invoice: 990000164446 / SOLID WASTE	10/6/2016	21,646.32
5951.411	Contingency	Holiday Contracting Inc.	Invoice: 10/6/16 PEDESTRIAN BRIDGE /REMOVAL	10/12/2016	1,500.00
5951.411	Contingency	Cook, Flatt & Strobel Engineers, P.A.	Invoice: 36387 / ENG. REPORT PEDESTRIAN BRIDGE	10/12/2016	670.00
Total Administration					51,803.59
5200.412	Uniforms	Pride Cleaners	Invoice: 246321093016 / UNIFORM CLEANING	10/26/2016	154.84
5200.412	Uniforms	First National Bank Omaha	Invoice: 5829 11/14/16 / BOOTS, EPAULETTES	10/26/2016	361.54
5200.412	Uniforms	EmbroidMe	Invoice: E30531 / POLO EMBROIDERY BADGE	10/19/2016	140.00
5230.412	Utilities	Kansas Gas Service	Invoice: 5127 10/12/16 / GAS	10/26/2016	31.26
5230.412	Utilities	Verizon Wireless	Invoice: 9772518806 / CELL PHONES	10/12/2016	182.94
5260.412	Health Insurance	Midwest Public Risk	Invoice: B0216X / OCTOBER HEALTH PREMIUMS	10/6/2016	7,101.71
5330.412	Building Maintenance	Jayhawk Window Cleaning Co., Inc.	Invoice: 10/14/16 / WINDOW CLEANING	10/26/2016	25.00
5330.412	Building Maintenance	Water District No. 1 of Johnson County	Invoice: 1151 9/26/16 / WATER	10/12/2016	40.20
5330.412	Building Maintenance	Jan Pro Cleaning Systems Midwest	Invoice: 12982 / 10/16 CLEANING SERVICE	10/12/2016	465.00
5330.412	Building Maintenance	Phoenix Renovation & Restoration, Inc.	Invoice: 20161565 / MITIGATION SVC-FLOOD	10/12/2016	1,910.09
5330.412	Building Maintenance	First National Bank Omaha	Invoice: 5829 11/14/16 / BLDG SUPPLIES	10/26/2016	109.84
5330.412	Building Maintenance	Jan Pro Cleaning Systems Midwest	Invoice: S2080 / CLEANING SVC	10/12/2016	77.70
5360.412	Printing	First National Bank Omaha	Invoice: 5829 10/14/16 / POSTAGE	10/12/2016	24.99
5360.412	Printing	First National Bank Omaha	Invoice: 5829 11/14/16 / POSTAGE SUPPLIES	10/26/2016	68.34
5360.412	Printing	Konica Minolta Bus Solutions USA Inc	Invoice: 9002805919 / 9/3-10/2/16 COPIER USAGE	10/19/2016	123.44
5380.412	Training	First National Bank Omaha	Invoice: 5829 10/14/16 / TRAINING REGIS, AIRFARE	10/12/2016	661.96
5380.412	Training	First National Bank Omaha	Invoice: 5829 11/14/16 / LODGING, MEALS	10/26/2016	804.31

City of Fairway, Kansas
ORDINANCE #1637
CLAIMS & APPROPRIATIONS-10/1/2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5380.412	Training	Amber Fey	Invoice: 9/20-9/30/16 MILEAGE /	10/19/2016	141.45
5380.412	Training	Verizon Wireless	Invoice: 9772518806 / AIR CARDS	10/12/2016	200.09
5395.412	Ammunition	First National Bank Omaha	Invoice: 5829 10/14/16 / ARMORER TOOL KIT	10/12/2016	905.00
5395.412	Ammunition	Jerry's Sports Center	Invoice: AB2FX00 /AMMO	10/12/2016	1,036.72
5455.412	Computer	L3 Com Mobile-Vision, Inc.	Invoice: 0246366IN / EXT. MAINT AGREEMENT	10/19/2016	1,794.00
5455.412	Computer	Optiv Security Inc.	Invoice: 100036449 / 3 YR KEY FOB TOKENS	10/26/2016	508.40
5455.412	Computer	R&D Computer Systems, LLC	Invoice: 2085 / LASERFISCHE SOFTWARE MAINT.	10/19/2016	2,745.00
5455.412	Computer	L3 Com Mobile-Vision, Inc.	Invoice: 246365IN / MAINT. AGREEMENT	10/12/2016	3,357.20
5455.412	Computer	REJIS Commission	Invoice: INV0050861 / LEWEB SUBSCRIPTION SVC	10/26/2016	84.19
5455.412	Computer	REJIS Commission	Invoice: INV0050970 / IMDS PLUS CLASS 1	10/26/2016	490.75
5475.412	Equipment Purchase	Keller Fire & Safety	Invoice: 172211 / ANNUAL FIRE EXT. INSPECTION	10/26/2016	53.00
5475.412	Equipment Purchase	First National Bank Omaha	Invoice: 5829 10/14/16 / NMPLT, FNGERPRNT SUPP	10/12/2016	25.00
5475.412	Equipment Purchase	Balls Food	Invoice: 648320 / BATTERIES	10/26/2016	12.05
5475.412	Equipment Purchase	Safe Restraints, Inc.	Invoice: 81525 / RESTRAINT SYSTEM	10/12/2016	525.00
5480.412	Radio/Radar	Commenco, Inc.	Invoice: 823589 / MAINT. RADIO EQUIPMNT	10/26/2016	127.00
5700.412	Office Supplies	PrintTekk	Invoice: 111339 / BUSINESS CARDS	10/12/2016	95.00
5700.412	Office Supplies	First National Bank Omaha	Invoice: 5829 11/14/16 / STATIONARY SUPPLIES	10/26/2016	64.70
5700.412	Office Supplies	Staples Advantage	Invoice: 8041224094 / PAPER PLATES, TOWELS	10/19/2016	147.86
5700.412	Office Supplies	Staples Advantage	Invoice: 8041327458 / PENS	10/26/2016	12.19
5700.412	Office Supplies	Staples Advantage	Invoice: 8041419387 / COPIER PAPER	10/26/2016	71.63
5700.412	Office Supplies	Staples Advantage	Invoice: 8041419403 / INK CARTRIDGE	10/26/2016	80.56
5700.412	Office Supplies	Pocket Press	Invoice: 86596 / KS CRIMINAL LAWS	10/26/2016	89.41
5720.412	Miscellaneous	First National Bank Omaha	Invoice: 5829 10/14/16 / WATER	10/12/2016	74.59
5720.412	Miscellaneous	First National Bank Omaha	Invoice: 5829 11/14/16 / CC MTG FOOD, WATER	10/26/2016	424.58
5780.412	Car Expense	Wex Bank	CK26450 Invoice: 10/26/2016 / FUEL	10/26/2016	1,015.11
5780.412	Car Expense	KA-COMM, INC	Invoice: 142090 / 2016 FORD	10/12/2016	3,160.43
5780.412	Car Expense	KA-COMM, INC	Invoice: 142105 / LIGHT BAR, SIREN, AMP	10/12/2016	2,590.00
5780.412	Car Expense	KA-COMM, INC	Invoice: 142447 / RADIO REPAIR, ADJUST	10/26/2016	167.78
5780.412	Car Expense	KA-COMM, INC	Invoice: 142448 / ADD SIREN	10/26/2016	401.33
5780.412	Car Expense	Casey's Auto Repair	Invoice: 36796 / 2014 FORD OIL CHANGE	10/19/2016	78.50
5780.412	Car Expense	Casey's Auto Repair	Invoice: 36873 / 2014 FORD BATTERY	10/26/2016	155.00
5780.412	Car Expense	Wex Bank	Invoice: 47308402 / FUEL	10/26/2016	1,051.98
5780.412	Car Expense	First National Bank Omaha	Invoice: 5829 11/14/16 / TOLL-KTAG	10/26/2016	10.40
Total Police					33,979.06

City of Fairway, Kansas
ORDINANCE #1637
CLAIMS & APPROPRIATIONS-10/1/2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5230.413	Utilities	Jan Pro Cleaning Systems Midwest	Invoice: 12983. / BLDG CLEANING	10/6/2016	150.00
5230.413	Utilities	ASI	Invoice: 19 / EE TESTING	10/26/2016	85.00
5230.413	Utilities	Kansas Gas Service	Invoice: 2273 10/12/16 / SEPT-OCT 4717 ROE	10/19/2016	44.36
5230.413	Utilities	Water District No. 1 of Johnson County	Invoice: 3217 9/26/16 / AUG-SEPT 4717 ROE	10/6/2016	28.05
5230.413	Utilities	Time Warner Cable	Invoice: 4001 9/22/16 / SEPT-OCT INTERNET/PHONE	10/6/2016	243.36
5230.413	Utilities	Kansas One-Call System, Inc.	Invoice: 6090244 / LOCATES	10/19/2016	135.00
5230.413	Utilities	Verizon Wireless	Invoice: 9772518806 / CELL PHONES	10/12/2016	51.95
5260.413	Health Insurance	Midwest Public Risk	Invoice: B0216X / OCTOBER HEALTH PREMIUMS	10/6/2016	3,373.18
5370.413	Equipment Maintenance	Central Repair Service, LLC	Invoice: 25218 / AIR LEAK REPAIR	10/12/2016	196.45
5380.413	Training	First National Bank Omaha	Invoice: 8548 11/14/16 / APWA BRKFAST MTG	10/26/2016	122.30
5570.413	Tree Expense	K. C. Arborist	Invoice: 15276 / EMERGENCY TREE WORK IN SM	10/26/2016	680.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15864 / TREE REMOVAL, DEADWOOD	10/6/2016	2,388.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15906 / 5942 FONTANA DEADWOOD	10/19/2016	295.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15907. / 6101 REINHARDT DEADWOOD	10/19/2016	395.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15928 / 5535 FALMOUTH DEADWOOD	10/19/2016	350.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15935 / 5621 TAHOE DEADWOOD	10/19/2016	685.00
5580.413	Street Lights	Kansas City Power & Light	Invoice: 4930 10/4/16 / SEPT TRAFFIC SIGNALS	10/19/2016	7,633.92
5580.413	Street Lights	Black & McDonald	Invoice: 76725416 / MNTHLY STREETLIGHT MAINT.	10/12/2016	1,033.06
5580.413	Street Lights	Kansas City Power & Light	Invoice: 8364 10/4/16 / SEPT-OCT STREETLIGHTS	10/12/2016	666.00
5720.413	Miscellaneous	Balls Food	Invoice: 651368 / WATER	10/6/2016	14.95
5760.413	Dump Fees	WCA Waste Corporation	Invoice: 990000165896 / DUMPSTERS	10/19/2016	167.48
5770.413	Materials/Supplies	Lowe's	Invoice: 10/24/16 88324847 / MORTAR	10/26/2016	11.54
5770.413	Materials/Supplies	Lowe's	Invoice: 10/25/16 88398184 / SAKRETE	10/26/2016	3.90
5770.413	Materials/Supplies	K. C. Arborist	Invoice: 15873 / BANNERS	10/6/2016	425.00
5770.413	Materials/Supplies	Lowe's	Invoice: 20999725 9/27/16 / TOP SOIL	10/6/2016	8.40
5770.413	Materials/Supplies	Strasser True Value	Invoice: 223108 / FUEL MIX, OIL, RAKE, LOPPER	10/6/2016	81.66
5770.413	Materials/Supplies	Strasser True Value	Invoice: 223776 / WASHERS FOR SIGNS	10/6/2016	7.96
5770.413	Materials/Supplies	Boresow Chemical Company	Invoice: 40804 / TP PROD	10/26/2016	49.90
5770.413	Materials/Supplies	Schutte Lumber Co	Invoice: 77194 / 1x2 FOR NO PARKING SIGNS	10/6/2016	32.20
5770.413	Materials/Supplies	Applied Maintenance Supplies & Solutions	Invoice: 96733339 / FIRST AID KIT	10/26/2016	282.34
5780.413	Vehicle Expense	Wex Bank	Invoice: 47076244 / DIESEL	10/19/2016	268.59
5780.413	Vehicle Expense	Wex Bank	Invoice: 4729919 / FUEL	10/26/2016	432.79
Total Public Works					20,342.34
5260.414	Health Insurance	Midwest Public Risk	Invoice: B0216X / OCTOBER HEALTH PREMIUMS	10/6/2016	1,009.80

City of Fairway, Kansas
ORDINANCE #1637
CLAIMS & APPROPRIATIONS-10/1/2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5670.414	Prisoner Care	Johnson County Sheriff's Office	Invoice: JCS3981 / PRISONER BOARDING	10/19/2016	385.00
Total Court					1,394.80
5230.415	Utilities	AT&T	Invoice: 0034 10/3/16 / 10/3-11/2 BILLING	10/12/2016	108.17
5230.415	Utilities	Water District No. 1 of Johnson County	Invoice: 1046 9/26/16 / 6136 MISSION	10/12/2016	1,147.79
5230.415	Utilities	Kansas Gas Service	Invoice: 1445 10/7/16 / SEPT-OCT BILLING	10/19/2016	36.91
5230.415	Utilities	AT&T	Invoice: 8747 9/27/16 / OCT BILLING UVERSE	10/12/2016	70.97
5230.415	Utilities	Verizon Wireless	Invoice: 9772518806 / CELL PHONES	10/12/2016	87.80
5260.415	Health Insurance	Midwest Public Risk	Invoice: B0216X / OCTOBER HEALTH PREMIUMS	10/6/2016	1,719.40
5380.415	Training	Capital One Commercial	Invoice: 9/23/16 / TRNG, STAFF INCENTIVE	10/6/2016	9.99
5380.415	Training	First National Bank Omaha	Invoice: 9595 11/14/16 / JCCM MTG	10/26/2016	17.45
5605.415	Maintenance	U-Load-It	Invoice: 10466 / PORTA POTTY	10/26/2016	171.25
5605.415	Maintenance	Jan Pro Cleaning Systems Midwest	Invoice: 12925 / 10/1-10/31/16 CLEANING SVC	10/6/2016	150.00
5610.415	Operating Supplies	Capital One Commercial	Invoice: 10/17/16 / TRASH BAGS	10/19/2016	25.78
5610.415	Operating Supplies	First National Bank Omaha	Invoice: 9595 11/14/16 / FOXIT	10/26/2016	153.10
5850.415	Publicity/Memberships	PrintTekk	Invoice: 110201 / MISC FACILITY RENTAL	10/26/2016	529.00
5850.415	Publicity/Memberships	First National Bank Omaha	Invoice: 9595 11/14/16 / CNSTNT CONTCT, JOB AD	10/26/2016	845.00
5920.415	Concerts/Programming	Nathan Nofer	Invoice: 10/7/16 CONCERT / FRIDAY NIGHT FFSIM	10/6/2016	500.00
5920.415	Concerts/Programming	Creative Carnivals & Events, LLC	Invoice: 103016MWG / TRAIL OF TOT	10/26/2016	215.00
5920.415	Concerts/Programming	First National Bank Omaha	Invoice: 5500 11/14/16/SOCCER,TRAIL TOT,PDLBALL	10/26/2016	423.41
5920.415	Concerts/Programming	Balls Food	Invoice: 651373 / POPCORN BAGS	10/6/2016	4.76
5920.415	Concerts/Programming	Gayle Martin	Invoice: 8/25/16 YOGA /	10/26/2016	280.00
5920.415	Concerts/Programming	Kara Tilden	Invoice: 9/16 BOOTCAMP /	10/12/2016	196.00
5920.415	Concerts/Programming	Capital One Commercial	Invoice: 9/23/16 / TRNG, STAFF INCENTIVE	10/6/2016	36.14
5920.415	Concerts/Programming	First National Bank Omaha	Invoice: 9595 11/14/16 /GLOWSTICKS-TRAIL OF TOT	10/26/2016	241.50
5920.415	Concerts/Programming	Swank Motion Pictures, Inc	Invoice: BO1371825 / MOVIE IN THE PARK	10/6/2016	675.00
Total Parks & Recreation					7,644.42
4410.760	Programs/Events	Linda Neuberger	Invoice: 7954 / REFUND-TX HOLDEM CANCELED	10/26/2016	25.00
4410.760	Programs/Events	James Donovan	Invoice: 7956 / REFUND-TX HOLDEM CANCELED	10/26/2016	50.00
4410.760	Programs/Events	Joe Carroll	Invoice: 7961 / REFUND-TX HOLDEM CANCELED	10/26/2016	25.00
4410.760	Programs/Events	Tom Dix	Invoice: 7971 / REFUND-TX HOLDEM CANCELED	10/26/2016	25.00
5230.760	Utilities	Kansas Gas Service	Invoice: 1864 10/12/16 / SEPT-OCT SIM	10/19/2016	34.30
5230.760	Utilities	Kansas Gas Service	Invoice: 1982 10/12/16 / SEPT-OCT SIM	10/19/2016	34.30
5230.760	Utilities	Kansas Gas Service	Invoice: 2000 10/12/16 / SEPT-OCT SIM	10/19/2016	44.67
5230.760	Utilities	Water District No. 1 of Johnson County	Invoice: 2027 9/26/16 / 3403 W 53RD	10/12/2016	17.92

City of Fairway, Kansas
ORDINANCE #1637
CLAIMS & APPROPRIATIONS-10/1/2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5230.760	Utilities	Water District No. 1 of Johnson County	Invoice: 2031 9/26/16 / 3403 W 53RD	10/12/2016	16.59
5230.760	Utilities	AT&T	Invoice: 7338 10/3/16 / OCT-NOV SIM INTERNET	10/19/2016	80.00
5330.760	Maintenance	Kansas Land Management	Invoice: 15173 / SIM-MOWING	10/26/2016	2,926.00
Total Shawnee Indian Mission Fund					3,278.78
5875.900	Capital Projects	Dick Smith Ford	Invoice: 101830 / 2017 TRUCK	10/12/2016	23,222.00
5875.900	Capital Projects	J.M. Fahey Construction Co. Inc.	Invoice: 320001126-3 / 2016 CIP	10/26/2016	18,050.24
5875.900	Capital Projects	Prosser Wilbert Construction, Inc.	Invoice: 9/16 APP 7 / SALT DOME	10/6/2016	56,505.72
5892.900	Architect/Engineering Fees	Cook, Flatt & Strobel Engineers, P.A.	Invoice: 36386 / 2016 CIP ENG	10/26/2016	2,190.00
Total Capital Improvement Projects Fund					99,967.96
Total All Funds					221,366.95

Council Approval:



Parks & Recreation Department

To: Mayor Jerry Wiley, Fairway City Council

CC:

From: Nathan Nogelmeier, City Administrator

Date: 11/9/2016

Re: Yoga Instructor Contract

Beginning in November, the Parks & Recreation Department welcomed a new instructor to its wellness program. Attached is the agreement between the City and the instructor.

Staff recommends approval.

NEALE PETERSON PARK AND FAIRWAY POOL
6136 MISSION ROAD
FAIRWAY, KANSAS 66205
913-722-3161 (SUMMER ONLY)
NNOGELMEIER@FAIRWAYKANSAS.ORG

FAIRWAY CITY HALL
4210 SHAWNEE MISSION PARKWAY, STE. 100
FAIRWAY, KS 66205
PHONE: 913-262-0350
FAX: 913-262-4607

WWW.FAIRWAYKANSAS.ORG

AGREEMENT

This agreement is made and entered into this _____ day of _____, _____, by and between the City of Fairway, Kansas, (hereinafter referred to as the “City”) and Elektra Hendrickson (hereinafter referred to as “Elektra Hendrickson”).

It is hereby agreed that Elektra Hendrickson will provide Yoga instruction at 4220 Shawnee Mission Parkway as part of the Fairway Parks and Recreation Department program curriculum in accordance with the following:

1. Name and address of location: 4220 Shawnee Mission Parkway Suite 101B Fairway, KS 66205
2. Type of engagement: Traditional Vinyasa Flow
3. Duration of engagement: Vinyasa Flow is designed to be an ongoing class in the Fairway Parks & Recreation Program which is conducted in 4-6 week sessions with class meeting two times per week.
5. Agreed upon consideration:

THE GREATER OF
\$25 per class session

65 % of total session revenue

Payments will be made in accordance with the City’s regular payment cycle.

The class shall be cancelled and Elektra Hendrickson shall receive no payment if not more than three (3) participants register by the start of each session.

6. Elektra Hendrickson will be considered an independent contractor for all purposes.
7. Elektra Hendrickson will indemnify and hold the City, its agents and employees harmless from and against all claims, loss, costs and damages, including but not limited to attorneys’ fees, involving personal injury, sickness, disease, death or property damage including loss of use of property resulting therefrom but only to the extent caused in whole or in part by the negligent acts or omissions of the instructor or person or entities for whose acts the instructor may be liable.

By _____
Jerry Wiley, Mayor

Elektra Hendrickson



Parks & Recreation Department

To: Mayor Jerry Wiley, Fairway City Council
From: Nathan Nogelmeier, City Administrator
Date: 11/10/2016
Re: Tree Protection Ordinance Amendments

At the request of the Governing Body, the Fairway Tree Board convened in September to discuss potential changes to Fairways Tree Protection Ordinance. Staff had developed some proposed language that was reviewed. Attached you will find a redline version of the changes as well as a clean version of Chapter 11.

In addition, a change in Chapter 9 regarding trees was also made. The only change made was the addition of the following paragraph “j” to Section 9-76:

- (j) *In the event the ROW-user severely disturbs or damages the root structure of any tree in the right-of-way to the detriment of the health and safety of the tree, the ROW-user will be required to remove and replace the tree at the ROW-user's cost. Further, in review of the ROW-user's plan, Public Works Director, in his discretion, may require the ROW-user to directionally bore around any tree in the right-of-way.*

Ordinance #1638 is also attached.

NEALE PETERSON PARK AND FAIRWAY POOL
6136 MISSION ROAD
FAIRWAY, KANSAS 66205
913-722-3161 (SUMMER ONLY)
NNOGELMEIER@FAIRWAYKANSAS.ORG

WWW.FAIRWAYKANSAS.ORG

FAIRWAY CITY HALL
4210 SHAWNEE MISSION PARKWAY, STE. 100
FAIRWAY, KS 66205
PHONE: 913-262-0350
FAX: 913-262-4607

Chapter 11 - TREES

ARTICLE I. - IN GENERAL

Secs. 11-1—11-18. - Reserved.

ARTICLE II. - TREE BOARD

Sec. 11-19. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Community tree manager means the City Public Works Director or his designee.

Community trees means all street and park trees as a total resource.

Park trees means trees, shrubs, bushes and all other woody vegetation located in areas shown as parks on the City's official zoning map and at all other green spaces owned by the City.

Street trees means trees, shrubs, bushes and all other woody vegetation on land lying between the front lot lines on either side of all streets, avenues or ways within the City.

Tree topping means the severe cutting back of limbs to stubs larger than three inches (3") in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree.

(Prior Code, §§ 11-401, 11-411; Ord. No. 1399)

Sec. 11-20. - Creation and establishment of a City tree board.

There is hereby created and established a Tree Board for the City which shall consist of eight (8) members, five (5) of whom shall be appointed by the Mayor with the approval of the City Council. Four (4) appointed members shall live in the four (4) wards of the City, one (1) from each ward, if possible. A fifth appointed member shall be a member at large living in the City. The other three (3) members shall be the Public Works Director, the Parks and Recreation Director and a member of the City Council appointed by the Mayor.

(Prior Code, § 11-402; Ord. No. 1399; Ord. No. 1425)

Sec. 11-21. - Term of office.

The term of the five (5) members appointed by the Mayor shall be three (3) years, except the initial term of two (2) of the members of the first Board shall be for one (1) year and the initial term of the other two (2) members of the first Board shall be for two (2) years.

(Prior Code, § 11-403; Ord. No. 1399)

Sec. 11-22. - Compensation.

Members of the Tree Board shall serve without compensation.

(Prior Code, § 11-404; Ord. No. 1399)

Sec. 11-23. - Duties and responsibilities.

- (a) It shall be the responsibility of the Tree Board to develop and review annually a written plan for the care, replacement, maintenance and removal of street and park trees. The plan shall be presented annually to the City Council and, upon its acceptance and approval, shall constitute the official comprehensive City Tree Plan.
- (b) The Tree Board shall choose its own officers from among the Board members, make its own rules and regulations and keep minutes of its meetings. A majority of the members (five (5)) shall constitute a quorum for the transaction of business. Failure of a Board member to attend three (3) consecutive meetings may result in removal from the Board. The Board may elect a vice-chair to serve and preside at meetings when the chairperson is absent.
- (c) The Tree Board, when requested by the City Council, shall consider, investigate, make findings and recommendations upon any special matter or question coming within the scope of its work.

(Prior Code, § 11-405; Ord. No. 1399; Ord. No. 1425)

Sec. 11-24. - Review by City Council.

The City Council shall have the right to review the conduct, acts and decisions of the Tree Board. Any person may appeal from any decision or order of the Tree Board to the City Council who may hear the matter and a render a final decision.

(Prior Code, § 11-416; Ord. No. 1399)

Secs. 11-25—11-51. - Reserved.

ARTICLE III. - TREE MANAGEMENT¹¹

Footnotes:

--- (1) ---

State Law reference— Authority to regulate trees on public property, K.S.A. 12-3201.

Sec. 11-52. - Penalty.

Any person violating any provision of this article shall, upon conviction thereof, be punished by a fine of not more than five hundred dollars (\$500.00), provided that each day such violation exists shall constitute a separate offense.

Sec. 11-53. - Tree species to be planted.

The City shall maintain a list of recommended trees for planting in public areas. This list shall be available to residents of the City upon request to aid in the selection of trees for private properties. The list of recommended community trees shall be updated periodically to reflect new developments or species that will affect the population of the community trees.

(Prior Code, § 11-406; Ord. No. 1399)

Sec. 11-54. - Spacing and distances.

Street trees may be planted no closer together than thirty feet (30') from each other except in special plantings approved by the Tree Board or Community Tree Manager.

(Prior Code, § 11-407; Ord. No. 1399)

Sec. 11-55. - Distances and clearance for planting.

- (a) Street trees may be planted on the street side of the front property lines where there is more than six feet (6') between the street side edge of the sidewalk and the curb of the street. The Tree Board may grant exceptions.
- (b) No tree shall be planted closer than ten feet (10') to any fireplug.
- (c) Permission must be obtained from the Tree Board or the Community Tree Manager when planting street trees within ten feet (10') of any point on a line on the ground immediately below any overhead utility wire, or within five lateral feet (5') of any underground water line, sewer line, transmission line or other utility.

(Prior Code, § 11-408; Ord. No. 1399)

Sec. 11-56. - Public tree care.

- (a) The City shall have the right to plant, maintain and remove community trees to ensure public safety and to preserve and to improve the beauty of public grounds. The City shall have the responsibility to remove a dead, diseased, dying or dangerous community tree. Homeowners' associations have responsibility for islands and designated neighborhood gardens.
- (b) The Tree Board may remove or order removal of any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines or other public improvements, or is seriously affected by any injurious insect or disease.
- (c) Property owners, at their expense and with permission from the Community Tree Manager, shall have the right to perform normal tree maintenance on all street trees on their property provided it is not potentially detrimental to the health of the tree.

(Prior Code, § 11-409; Ord. No. 1399)

Sec. 11-57. - Permission required.

No person shall plant a street tree in their yard as provided in Section 11-56 or on public land without first obtaining permission from the Community Tree Manager.

(Prior Code, § 11-410; Ord. No. 1399)

Sec. 11-58. - Tree topping.

No person or City department shall top any community tree, or tree on public property. Trees severely damaged by storm or other causes, or trees under utility wires or other obstructions where other pruning

practices are impractical may be exempt from this section at the determination of the Tree Board or the Community Tree Manager. Pruning practices shall conform to current ANSI A300 standards.

(Prior Code, § 11-411; Ord. No. 1399)

Sec. 11-59. - Clearances over streets and walkways.

Clearance over streets and walkways shall be the responsibility of the property owner. A clearance of eight feet (8') must be maintained over walkways and a clearance of fifteen feet (15') must be maintained over streets. Property owners are responsible for trees on their own property as well as trees on the public way that abut their property.

(Prior Code, § 11-412; Ord. No. 1399)

Sec. 11-60. - Traffic hazard.

If the Chief of Police or Community Tree Manager determines that any tree or shrubbery located on any private property abutting any sidewalk, street, avenue or parking constitutes a traffic hazard by dangerously obstructing the view of drivers of vehicles or traffic entering a street from an intersecting street, he shall notify the owner of such abutting property to remove the same, and it shall be the duty of the owner to remove the same.

Sec. 11-61. - Dead or diseased tree removal.

The City may remove or cause to be removed any dead or diseased tree within the City limits. Diseased trees are defined as trees that may be a hazard to life or property or harbor insects or disease which represent a threat to other trees within the City. The Community Tree Manager or his designee will notify the owner by certified mail of the responsibility of the property on which the dead or diseased tree is located to remove the dead or diseased tree. Removal shall be accomplished within ten (10) days from the date notice is mailed. If the owner fails to remove the tree within ten (10) days, the City shall remove that tree and charge the cost to the owner. Payment of such cost is due and payable within thirty (30) days following receipt of a bill from the City for such removal. If the cost is not paid within the thirty (30) day period, the cost, including staff and attorney fees for recovery of the same, shall be assessed as a special assessment against the lot or parcel of land on which the tree was removed and the City Clerk, at the time of certifying other City taxes, shall certify the unpaid portion of the costs, and the County Clerk shall extend the same on the tax rolls of the county against such lot or parcel of land.

(Prior Code, § 11-413; Ord. No. 1399)

Sec. 11-62. - Storage of wood from diseased, infected trees.

It shall be unlawful to store or otherwise harbor, on any property in the City, the material from any diseased or infected trees.

Sec. 11-63. - Removal of stumps.

All stumps of community trees shall be ground below the surface of the earth and the area covered with grass seed or sod or other appropriate ground cover.

(Prior Code, § 11-414; Ord. No. 1399)

Sec. 11-64. - Access.

It shall be unlawful for any person to prevent, delay or interfere with access by City workers to trees maintained by the City.

(Prior Code, § 11-415; Ord. No. 1399)

Sec. 11-65. - Savings clause.

Nothing contained in this article shall prevent the trimming, cutting or removal of any tree, shrub or growth which endangers persons or property and nothing in this article shall interfere with the suppression of pests or disease, including Dutch Elm disease.

Secs. 11-66—11-88. - Reserved.

ARTICLE IV. - PUBLIC TREE PROTECTION^[2]

Footnotes:

--- (2) ---

State Law reference— Authority to regulate trees on public property, K.S.A. 12-3201.

Sec. 11-89. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Community Tree Manager means the Director of Public Works or his designee.

Covered property means real property located within the incorporated boundaries of the City that is owned, leased, or rented by the City, including all parkland and green space; and all easements and rights-of-way within the incorporated boundaries of the City that are used, in whole or in part, for a public road or highway.

Diameter at breast height (DBH) means the diameter in inches of a tree as measured through the main trunk at a point four and one-half feet (4.5') above the natural grade level.

Drip line means a vertical line run through the outermost portion of the canopy of a tree and extending down to the ground.

Feature tree means any tree that has a DBH of greater than thirty inches (30"). Trees that have received special care provided by the City for the treatment or prevention of disease or infestation may also be considered a feature tree.

Owner means the person who has the legal title to the property or lessee, agent or other person acting on behalf of the titleholder with authorization to do so.

Protected tree means any tree that has a DBH of thirty inches (30") or less.

Protective/temporary fencing means a snow fence, chain-link fence, orange vinyl construction fence or other similar fencing with a minimum four foot (4') height.

Replacement tree means a tree from the replacement tree list with a preferred caliper size of two and one-half inches (2.5") but a minimum of two inches (2"), measured twelve inches (12") from the ground and height of not less than seven feet (7') when planted.

Tree removal authorization means permission granted by the City to remove a protected tree or a feature tree.

(Prior Code, § 13-702; Ord. No. 1565, § 2, 2-10-2014)

Sec. 11-90. - Enforcement and penalty.

The Community Tree Manager or his designee has the authority to enforce the terms and conditions of this article. Any person, firm, corporation, agent, or employee thereof who violates any provision of this article shall be assessed an administrative fine of not more than five hundred dollars (\$500.00) for each incident. The unlawful injury, destruction or removal of each protected tree shall be considered a separate incident. In addition, all violations shall be required to meet the requirements outlined under tree replacement or the Fairway Tree Fund. If any administrative fine or assessment to the Fairway Tree Fund shall remain unpaid thirty (30) days after receipt of notice of the imposition or assessment, the City may use any and all reasonable means available to collect the funds, including, but limited to, imposing a lien may be imposed on the property for the amount of the fine or assessment.

Sec. 11-90.a – Appeal Process.

Any person, firm, corporation, agent, or employee thereof may submit a written appeal of a decision of the Community Tree Manager or designee to the Fairway City Council via the City Administrator's Office within ten (10) days of receipt of notice of the imposition or assessment. The appellant shall appear at a public hearing before the Fairway City Council at the next regularly scheduled meeting. Any imposition or assessment affirmed or amended shall be paid to the City within fourteen (14) days to prevent the City from taking any and all reasonable means available to collect the funds, including, but not limited to, stop work orders or imposing a lien on the property for the unpaid portion of the fine or assessment.

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(Prior Code, § 13-707; Ord. No. 1565, § 6, 2-10-2014)

Sec. 11-91. - Applicability of article.

The terms and provisions of this article shall apply to all covered property.

(Prior Code, § 13-701; Ord. No. 1565, § 1, 2-10-2014)

Sec. 11-92. - Fairway Tree Fund.

There is established a Fairway Tree Fund, which shall be a special account administered by the City. The Fairway Tree Fund shall be used only for purchasing, planning and maintaining trees on covered property. The amount of payment required shall be calculated based on the following: DBH removed minus DBH replaced multiplied by one hundred dollars (\$100.00). If approved by the Community Tree Manager, an applicant or owner may make a payment into the Fairway Tree Fund in lieu of planting replacement trees.

(Prior Code, § 13-703; Ord. No. 1565, § 3, 2-10-2014)

Sec. 11-93. - Tree protection.

Prior to demolition or construction, the following procedures shall be followed on all types of construction projects. It is the responsibility of the developer and/or contractor and his subcontractors to take appropriate action to preserve all protected trees and feature trees during all phases of construction.

(1)

Protective/temporary fencing. Protective/temporary fencing shall be required for all protected trees and feature trees to prevent infringement on the root system from any construction-related activities. The protective fencing shall be installed according to tree diameter at breast height (DBH) as follows:

Trees greater than 28 inch DBH- must have a fence to encompass a perimeter 20' from center of tree or 75% of drip line (whichever is lesser)

Trees between 20 inch and 28 inch DBH- must have a fence to encompass a perimeter 15' from center of tree or 75% of drip line (whichever is lesser)

Trees less than 20 inch DBH- must have a fence to encompass a perimeter 10' from the center of the tree or 75% of the drip line (whichever is lesser)

Fencing shall exclude any preexisting structures, foundations, slabs, roadways, highways, and driveways. The fencing is to be installed along the edge of the driveways/roadways encompassing the tree to restrict access from the street side. All fencing must appear on construction documents and shall be installed prior to any other construction-related activity. The fencing shall remain in place at all times until all other construction-related activity has been completed or final grade achieved. Protective/temporary fencing. Protective/temporary fencing shall be required for all protected trees and feature trees to prevent infringement on the root system from any construction-related activities. The protective fencing must encompass no less than seventy-five percent (75%) of the drip line of the protected tree, excluding any preexisting structures, foundations, slabs, roadways, highways, and driveways. All fencing must appear on construction documents and shall be installed prior to any other construction-related activity. The fencing shall remain in place until all other construction-related activity has been completed.

(2) *Prohibited activities.* Prohibited activities adjacent to trees shall include the following:

- a. *Material storage.* No materials for construction or waste accumulated due to excavation, demolition, or construction shall be placed under the canopy of any protected tree or feature tree.
- b. *Equipment cleaning/liquid disposal.* No equipment shall be cleaned or other materials or liquids deposited or allowed to flow over land within the limits of the canopy of a protected tree or a feature tree. This includes, without limitation, paint, old solvents, asphalt, concrete, mortar or similar materials.
- c. *Tree attachments.* No signs, wires or other attachments other than those of a protective nature shall be attached to any protected tree or feature tree.
- d. *Vehicular traffic.* No vehicular and/or construction equipment traffic or parking shall take place within the limits of the protective fencing.
- e. *Grade changes.* No grade changes in excess of two inches (2") (cut or fill) shall be allowed within the limits of the drip line of any protected tree or feature tree.
- f. *New impervious paving.* No new paving with asphalt, concrete or other impervious materials in a manner which may, in the reasonable discretion of the Community Tree Manager, reasonably be expected to severely damage or kill a tree shall be placed within the limits of the drip line of a protected tree or a feature tree.
- g. *Exceptions.* Notwithstanding anything contained in this article or in Sec. 9-76 (j) to the contrary, this section shall not prohibit work that is necessary to install, maintain, repair, replace or remove utility lines or to activity that merely disrupts the surface of the ground.

(Prior Code, § 13-704; Ord. No. 1565, § 4, 2-10-2014)

Sec. 11-94. - Tree removal.

- (a) *Authorization.* No person, directly or indirectly, shall cut down, destroy, move or remove, or effectively destroy, any protected tree or feature tree located on covered property without first obtaining tree removal authorization. Generally, if a tree removal authorization is granted, the applicant shall replace the protected trees being removed with replacement trees. A sufficient number of replacement trees shall be planted so that the total caliper of the replacement trees is equal to the caliper of the tree removed as measured at DBH. If, for whatever reason, planting replacement trees is deemed infeasible, the owner shall make payment to the Fairway Tree Fund.
- (b) *Process.* Owners must request tree removal authorization in writing to the Community Tree Manager. If the removal is in conjunction with a construction project, the written request must be submitted at the same time as the building permit application.
- (c) *Authority to review; approval.* The Community Tree Manager shall be responsible for the review and approval of all requests for tree removal authorizations submitted in accordance with the requirements specified in this article. Upon receipt of a completed application, the Community Tree Manager may take one (1) of the following actions:
 - (1) *Deferral of decision.* The Community Tree Manager may defer the approval of a tree removal authorization to the Tree Board for any reason. Any decision made by the Tree Board may be appealed to the City Council. All decisions made by the City Council shall be final.
 - (2) *Approval.* The Community Tree Manager shall issue tree removal authorization provided the owner has agreed in writing to either meet the tree replacement criteria or make payment to the Fairway Tree Fund.
- (d) *Authorization expiration.* Tree removal authorization issued in connection with an approved building permit or site plan shall be valid for the period of that building permit's or site plan's validity. A tree removal authorization not issued in connection with an approved building permit or site plan shall become void after one hundred and eighty (180) days after the date of approval.
- (e) *Authorization for removal of a feature tree.* A feature tree may only be removed with approval from the City Council provided that one (1) of the following exceptions is met. The burden of qualifying the exceptions is upon the applicant to show that the following criteria have been met:
 - (1) The tree is dead.
 - (2) The tree is diseased or dying and constitutes a threat to healthy trees, to property, or to public safety.
 - (3) Removal of the tree is necessary for construction, development, or redevelopment, and:
 - a. All reasonable efforts have been made to avoid removing the tree for construction/development and removal cannot be avoided.
 - b. The presence of the tree places undue financial burden on the applicant.
 - c. No other reasonable accommodations can be made to preserve the tree.

(Prior Code, § 13-705; Ord. No. 1565, § 5, 2-10-2014)

ORDINANCE NO. 1638

AN ORDINANCE OF THE CITY OF FAIRWAY, KANSAS, AMENDING AND REPEALING SECTION 9-76, ENTITLED "PROTECTION OF THE PUBLIC," OF ARTICLE III, ENTITLED "PUBLIC RIGHTS-OF-WAY USE AND EXCAVATION, OF CHAPTER 9, ENTITLED STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, AND AMENDING AND REPEALING SECTION 11-56, ENTITLED PUBLIC TREE CARE, OF ARTICLE II, ENTITLED "TREE BOARD" AND SECTION 11-90, ENTITLED "ENFORCEMENT AND PENALTY," SECTION 11-90A, ENTITLED "APPEALS PROCESS," AND SECTION 11-93, ENTITLED "TREE PROTECTION" OF ARTICLE IV ENTITLED "PUBLIC TREE PROTECTION" OF CHAPTER 11, ENTITLED "TREES" OF THE CODE OF THE CITY OF FAIRWAY, KANSAS.

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

SECTION 1. That Section 9-76 of the Code of the City of Fairway is hereby amended to read as follows:

Sec. 9-76. - Protection of the public.

- (a) It shall be the responsibility of the ROW user to take adequate measures to protect and defend its facilities in the right-of-way from harm and damage.
- (b) The City shall not be liable for any damage to or loss of any of the ROW user's facilities within the right-of-way as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including public improvements by or on the behalf of the City, except to the extent caused by the negligent, willful, intentional, or malicious acts or omissions of the City.
- (c) The ROW user shall be responsible to the City and its agents, representatives, and authorized contractors for all damages suffered by them, including, but not limited to, delay damages, repair costs, downtime, construction delays, penalties or other expenses of any kind arising out of the failure of the ROW user to timely perform any of its obligations under this article to the extent caused by the acts or omissions of the ROW user.
- (d) The City or its authorized contractors shall be responsible for taking reasonable precautionary measures including calling for facility locations when constructing its public improvements.
- (e) Any ROW user who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley or other right-of-way, and shall leave any part or portion thereof open, or shall leave any part or portion thereof disrupted with rubbish, building or other material during construction and/or the night time, shall cause the same to be enclosed with good substantial and sufficient barricades or drums equipped with the appropriate type warning lights and orange safety fencing material which is properly secured around the excavation or the disruption.
- (f) Whenever a ROW user shall excavate the full width of any street, sidewalk, alley, driveway approach or other right-of-way, it shall be its duty to maintain an adequate passage for vehicles and pedestrians across or around the excavation until it is refilled as specified.

- (g) Any excavation left open overnight on any thoroughfare or collector type street shall be securely covered. The ROW user assumes the sole responsibility for maintaining proper barricades, plates, safety fencing and/or lights as required from the time of opening of the excavation until the excavation is surfaced and opened for travel.
- (h) Every permittee shall notify the occupants of all properties within two hundred feet (200') of the work, provided that the Public Works Director may waive or modify this notification requirement in those limited instances where the Director determines the modification or waiver will not adversely impact the public health, safety or general welfare. There shall be notification, to each such occupant, which notification shall be in the form of a door hanger and shall be received by each occupant no later than three (3) days before the commencement of work. This door hanger notification shall include:
- (1) Scope of project;
 - (2) Construction schedule, including the date of commencement and expected completion of work;
 - (3) Name of field superintendent; and
 - (4) Telephone numbers (office and mobile) and electronic mail addresses for permittee personnel who can timely provide additional project information as needed.
- (i) Upon the appropriate request of any person having satisfied City procedure and ordinances, the ROW user shall remove, raise, or lower its facilities temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering shall be paid by the person requesting the same, and the ROW user may require such payment in advance. The ROW user must be given not less than fifteen (15) days' written notice from the person detailing the time and location of the moving operations, and not less than twenty-four (24) hours' advance notice from the person advising of the actual operation.
- (j) In the event the ROW-user severely disturbs or damages the root structure of any tree in the right-of-way to the detriment of the health and safety of the tree, the ROW-user will be required to remove and replace the tree at the ROW-user's cost. Further, in review of the ROW-user's plan, Public Works Director, in his discretion, may require the ROW-user to directionally bore around any tree in the right-of-way.

SECTION 2. That existing Section 9-76 of the Code of the City of Fairway is hereby repealed.

SECTION 3. That Section 11-56 of the Code of the City of Fairway is hereby amended to read as follows:

Sec. 11-56. - Public tree care.

- (a) The City shall have the right to plant, maintain and remove community trees to ensure public safety and to preserve and to improve the beauty of public grounds. The City shall have the responsibility to remove a dead, diseased, dying or dangerous community tree. Homeowners' associations have responsibility for islands and designated neighborhood gardens.
- (b) The Tree Board may remove or order removal of any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines,

water lines or other public improvements, or is seriously affected by any injurious insect or disease.

- (c) Property owners, at their expense and with permission from the Community Tree Manager, shall have the right to perform normal tree maintenance on all street trees on their property provided it is not potentially detrimental to the health of the tree.

SECTION 4. That existing Section 11-56 for the Code of the City of Fairway is hereby repealed.

SECTION 5. That Section 11-90 of the code of the City of Fairway is hereby amended to read as follows:

Sec. 11-90. - Enforcement and penalty.

The Community Tree Manager or his designee has the authority to enforce the terms and conditions of this article. Any person, firm, corporation, agent, or employee thereof who violates any provision of this article shall be assessed an administrative fine of not more than five hundred dollars (\$500.00) for each incident. The unlawful injury, destruction or removal of each protected tree shall be considered a separate incident. In addition, all violations shall be required to meet the requirements outlined under tree replacement or the Fairway Tree Fund. If any administrative fine or assessment to the Fairway Tree Fund shall remain unpaid thirty (30) days after receipt of notice of the imposition or assessment, the City may use any and all reasonable means available to collect the funds, including, but limited to, imposing a lien on the property for the amount of the fine or assessment

SECTION 6. That existing Section 11-90 of the Code of Fairway, Kansas is hereby repealed.

SECTION 7. That Section 11-90a of the Code of the City of Fairway, Kansas is hereby adopted to read as follows:

Sec. 11-90.a – Appeal Process.

Any person, firm, corporation, agent, or employee thereof may submit a written appeal of a decision of the Community Tree Manager or designee to the Fairway City Council via the City Administrator’s Office within ten (10) days of receipt of notice of the imposition or assessment. The appellant shall appear at a public hearing before the Fairway City Council at the next regularly scheduled meeting. Any imposition or assessment affirmed or amended shall be paid to the City within fourteen (14) days to prevent the City from taking any and all reasonable means available to collect the funds, including, but not limited to, stop work orders or imposing a lien on the property for the unpaid portion of the fine or assessment.

SECTION 8. That Section 11-93 of the Code of the City of Fairway, Kansas is hereby amended to read as follows:

Sec. 11-93. - Tree protection.

Prior to demolition or construction, the following procedures shall be followed on all types of construction projects. It is the responsibility of the developer and/or contractor and his subcontractors to take appropriate action to preserve all protected trees and feature trees during all phases of construction.

(1) *Protective/temporary fencing.* Protective/temporary fencing shall be required for all protected trees and feature trees to prevent infringement on the root system from any construction-related activities. The protective fencing shall be installed according to tree diameter at breast height (DBH) as follows:

Trees greater than 28 inch DBH- must have a fence to encompass a perimeter 20' from center of tree or 75% of drip line (whichever is lesser)

Trees between 20 inch and 28 inch DBH-must have a fence to encompass a perimeter 15' from center of tree or 75% of drip line (whichever is lesser)

Trees less than 20 inch DBH- must have a fence to encompass a perimeter 10' from the center of the tree or 75% of the drip line (whichever is lesser)

Fencing shall exclude any preexisting structures, foundations, slabs, roadways, highways, and driveways. The fencing is to be installed along the edge of the driveways/roadways encompassing the tree to restrict access from the street side. All fencing must appear on construction documents and shall be installed prior to any other construction-related activity. The fencing shall remain in place at all times until all other construction-related activity has been completed or final grade achieved.

(2) *Prohibited activities.* Prohibited activities adjacent to trees shall include the following:

- a. *Material storage.* No materials for construction or waste accumulated due to excavation, demolition, or construction shall be placed under the canopy of any protected tree or feature tree.
- b. *Equipment cleaning/liquid disposal.* No equipment shall be cleaned or other materials or liquids deposited or allowed to flow over land within the limits of the canopy of a protected tree or a feature tree. This includes, without limitation, paint, old solvents, asphalt, concrete, mortar or similar materials.
- c. *Tree attachments.* No signs, wires or other attachments other than those of a protective nature shall be attached to any protected tree or feature tree.
- d. *Vehicular traffic.* No vehicular and/or construction equipment traffic or parking shall take place within the limits of the protective fencing.
- e. *Grade changes.* No grade changes in excess of two inches (2") (cut or fill) shall be allowed within the limits of the drip line of any protected tree or feature tree.
- f. *New impervious paving.* No new paving with asphalt, concrete or other impervious materials in a manner which may, in the reasonable discretion of the Community Tree Manager, reasonably be expected to severely damage or kill a tree shall be placed within the limits of the drip line of a protected tree or a feature tree.
- g. *Exceptions.* Notwithstanding anything contained in this article or in Sec. 9-76 (j) to the contrary, this section shall not prohibit work that is necessary to install, maintain,

repair, replace or remove utility lines or to activity that merely disrupts the surface of the ground.

SECTION 9. That if any portion or section of this Article is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, the decision shall in no manner affect the remaining portions or sections of this Article, which shall remain in full force and effect.

SECTION 10. That this Ordinance shall become effective upon adoption and publication of its summary in the official City newspaper.

PASSED by the City Council this ____ day of _____, 2016. **APPROVED** by the Mayor.

Jerry Wiley, Mayor

ATTEST:

Kim Young, City Clerk

APPROVED AS TO FORM:

Stephen P. Chinn, City Attorney



DATE: NOVEMBER 4, 2016
TO: MAYOR WILEY AND FAIRWAY CITY COUNCIL
FROM: NATHAN T. NOGELMEIER, CITY ADMINISTRATOR
RE: NORTHEAST ANIMAL CONTROL ORDINANCE/AGREEMENT

The last time an ordinance/agreement for the NEACC was approved by the Governing Body was 2007. The proposed agreement is unchanged with the exception of updated dates and a reference to publishing a summary of the ordinance as opposed to the entire ordinance. This agreement has been reviewed by the City Attorney and staff recommends approval of the ordinance/agreement.

City of Fairway, Kansas

Ordinance No. 1639

AN ORDINANCE PROVIDING FOR THE COOPERATIVE ESTABLISHMENT OF AN ANIMAL CONTROL COMMISSION BY CERTAIN JOHNSON COUNTY KANSAS CITIES, PROVIDING FOR FINANCING, POWERS, DURATION, PURPOSES, AND TERMINATION THEREOF.

WHEREAS, the governing body of the City of Fairway, Kansas, deems it advisable and necessary that this city and other cities of Johnson County, Kansas adequately control the problems of dead and uncontrolled domestic and wild animals on the streets or roaming at large within said city. The Governing Body further finds that it is necessary and proper and beneficial to said city to join together with other cities to form a cooperative animal control program for certain Johnson County cities. For the purpose of a better animal control service to all participating cities at the lowest possible costs, the governing body agrees to mutual animal control participation with other cities.

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

SECTION 1- The City of Fairway, Kansas, join with at least two (2) other adopting cities to establish a Johnson County Animal Control Commission, as authorized by K.S.A. 12-2908.

SECTION 2 - The Mayor or City Administrator and the City Clerk of the City of Fairway, Kansas are hereby authorized, directed and empowered to execute and contract with other adopting cities an agreement providing for cooperative establishment of the NORTHEAST ANIMAL CONTROL COMMISSION. Said agreement to be substantially as set out hereinafter, to-wit:

AN AGREEMENT PROVIDING FOR THE COOPERATIVE ESTABLISHMENT OF THE JOHNSON COUNTY ANIMAL CONTROL COMMISSION BY JOHNSON COUNTY CITIES.

This agreement made and entered into by and between the undersigned cities located in the County of Johnson, State of Kansas;

FAIRWAY _____ (Mayor or City Administrator) _____ (City Clerk) _____ (Date)

MISSION _____ (Mayor or City Administrator) _____ (City Clerk) _____ (Date)

MISSION _____
WOODS (Mayor or City Administrator) (City Clerk) (Date)

ROELAND _____
PARK (Mayor or City Administrator) (City Clerk) (Date)

WESTWOOD _____
(Mayor or City Administrator) (City Clerk) (Date)

WESTWOOD _____
HILLS (Mayor or City Administrator) (City Clerk) (Date)

WITHNESSETH that said cities, parties hereto, hereby agree that there shall be and there is hereby created an Animal Control Commission to certain participating cities located in Johnson County, Kansas, which are parties to this agreement. The animal control commission to be known by the name and style of "NORTHEAST ANIMAL CONTROL COMMISSION," upon the terms and conditions herein after stated.

ARTICLE I.
Members, Appointments, Terms

1. The Mayor or City Administrator of each participating city, with the approval of its Governing Body, shall appoint its representative member to the Animal Control Commission as hereinafter designated.
2. Each participating city shall have one voting member and may have one alternate member on the Commission. Either member may be an elected council member in said city. The alternate member shall have the right to vote in the absence of the voting member for a participating city. The term for the member and alternate appointed shall expire May 1st (originally May, 1st, 1983) of the appointed year and on May 1st of the following year after such appointment. Nothing herein shall prevent reappointment of any duly appointed member or alternate.
3. Any vacancy in the membership shall be filled by appointment by the participating city for the unexpired term of the member whose position shall be vacant or vacated. Such appointment shall be by the Mayor or City Administrator of the participating city of the vacating member with the consent of its Governing Body, within sixty (60) days after the vacancy occurs.
4. The Mayor or City Administrator may remove any appointed member or alternate during a term of appointment with the consent of the Governing Body of the participating city.
5. No appointed member or alternate of the Animal Control Commission shall receive compensation from the NEACC for services on the commission, with the

exception of the Secretary-Treasurer who may receive compensation for payroll and other services associated with that office.

ARTICLE II.
Definitions as Used in this Agreement

Animal Control: Shall mean the enforcement of the animal control ordinances of the participating cities regarding the pick-up, housing, placement, or impound, either temporary or permanent, of abandoned, abused, ill, injured, neglected, unwanted or at-large domestic or wild animals and the removal from participating cities of dead animals.

Enforcement: Shall mean enforcement of the requirements of the participating cities regarding pick-up and care of domestic or wild or running-at-large animals, and shall include enforcement of ordinances of the participating cities regarding penalty provisions. The kennel costs for housing, or impounding, or kenneling such animals shall be at the expense of the animal control commission.

Person: Shall mean an individual, public, or private corporation, government, partnership, or unincorporated association.

ARTICLE III.
Purposes and Objectives

1. It is hereby declared that the cost and operation of Animal Control can best be effected in the participating member cities by cooperative management. By the consolidated financing of personnel, equipment, and operating costs to enforce and provide Animal Control services. To pick-up, care-for, or dispose of, where necessary, domestic and wild unwanted or at-large animals or dead or dangerous or nuisance domestic or wild animals within or outside of the boundaries of the participating cities.
2. To study and provide new or effective methods of Animal Control, to develop and maintain communications with the Animal Control, to develop and maintain communications with the Governing Bodies and residents of the participating cities to eliminate problems of Animal Control.

ARTICLE IV
Duties and Powers of the Commission

1. To organize and supervise animal control operations in participating cities necessary to effect the animal control requirements of the participating cities.

2. To prepare an annual budget for the operation of the animal control service or facilities and for the expansion and improvements thereof.
3. To receive donations, grants, or gifts. Lease or purchase real or personal property and equipment. Hire such employees as are needed and retain professional services necessary to the operation of the animal control service. Effect such contracts or agreements with other persons to carry out the animal control program or service.
4. Hold an organizational meeting within thirty (30) days after the resolution is effective, (originally May 1, 1983), and then quarterly thereafter, normally on the third Thursday after the close of the calendar quarter. The time and place of said meetings to be determined by the Chairperson-of the animal control commission.
5. Elect from its membership at its organizational meeting and annually in July thereafter and whenever a vacancy in the office arises, a chairperson, vice-chair person, and secretary-treasurer, to perform the duties commonly associated with their respective titles and as may be determined by the commission members.
6. Appoint and fix the membership of such commission member of standing and temporary committees, as it may find expedient for the purpose of its duties.
7. Add, adopt, amend, alter, or discontinue by-laws and rules of procedure for the administration of business, keep records of its activities, keep audio or transcribed minutes of all meetings. All such business will be reported after each quarterly and annual meeting to the Mayor, Animal Control Commissioner and Alternate, and Chief of Police of each participating city. A complete annual activities and financial report shall be submitted to the Mayor or each participating city after January 1st of each year.
8. To work with and provide information necessary to the participating cities and their respective police departments and municipal courts for enforcement by a participating city of the ordinances regarding animal control.
9. Select or accept from one of the participating cities a facility for a base of operations for Animal Control personnel from within one of the police department facilities. Maintain office space, needed office equipment, utilities, maintain a record keeping and filing system and archived records, store communications equipment, and maintain other equipment as needed to perform the task of animal control. Select or accept an operations supervisor from the selected or accepted police department.

ARTICLE V
Commission Expenses

1. The Commission shall prepare a budget to cover the initial cost of equipment and supplies, cost of personnel required and such other expenses needed to organize and commence operation of the Animal Control program and service. The participating cities shall pay to the Commission a "Per-Capita" contribution based upon the population figures for each participating city. The Johnson County population census figures, as set by the state, shall be used for the population count.
2. Thereafter the Secretary-Treasurer shall prepare an annual budget of expenditures covering cost of printing, postage, and other administrative expenses, covering the cost of purchase of equipment, supplies, the employment of personnel employee benefits, and any sums needed to expand and improve the operation of the animal control program or service. Any funds on hand at the end of a budget year not reserved for equipment, ongoing operations, or personnel shall apply to the ensuing budget. The budget shall be presented to the Governing Bodies of the participating cities on or before May 1st of each year. Said budget shall be adjusted to comply with contributions agreed to by participating cities. Each participating city shall contribute annually a "Per-Capita" share as set out on the formulae in Paragraph 1., Article V., herein above. Said contribution shall be due on the (1st) day of January of each year. Any participating city that by ordinance or resolution withdraws as a member of the Commission shall forfeit any interest or funds it has paid to the Commission under this Agreement.
3. The commission has the authority to establish an increase in the annual assessment effective immediately after the scheduled first quarter meeting. The commission shall give written notice of any such increase to each participating city. Any participating city shall have the option to terminate from said animal control program for said year by giving written notice of termination to the commission within thirty (30) days of receipt of the commission's notice of such increase in per resident person assessment ("Per-Capita" assessment).
4. The commission reserves the right to add a special assessment to the cities for the purposes of a capital purchase as needed. This additional revenue would be for the sole purpose of financing a replacement vehicle. The commission shall provide written notice of such special assessment to each participating city. Any participating city shall have the option to terminate from said animal control program for said year by giving written notice of termination to the commission within thirty (30) days of receipt of the commission's notice of such special assessment.
5. Any participating city that without ordinance, resolution and proper notification to the Commission, or for other reason fails to make their contribution by no later

than the last day of February of each year shall have their cities animal control service suspended for non-payment. Suspension shall be in effect until and when such time as the city is fully contributed as required in this agreement, ordinance, or resolution.

6. The city providing the operations facility and supervisor, by either selection or acceptance will be authorized by the Commission to receive 10% of the scheduled total base salary of the animal control officer or officers for administrative and supervision costs, with no reduction in per-capita contribution from said city.

ARTICLE VI

Duration

1. The Northeast Animal Control Commission (formerly Johnson County Animal Control Commission) shall be created when an ordinance or resolution is adopted by two or more cities (including this city) in Johnson County, Kansas and the selection and acceptance of one of the cities to provide the operations facility and supervisor. Such ordinance shall authorize the Mayor or City Administrator of said city to execute this agreement and authorize the City Clerk of said city to attest this agreement and publish it in the official city news organ.
2. The Commission thereby created shall be for a period of four (4) years from the effective date thereof, (originally May 1, 1983). Provided, however that the Northeast Animal Control Commission may be continued thereafter for additional periods of four (4) years as it is then constituted and established by further ordinance or resolution enactment by a participating city. Alternately, any participating city may then, by a year-to-year continuance of use of the service and by continued "Per-Capita" contribution maintain a "de facto" participation.

ARTICLE VII

Termination

Termination of the Commission created hereby and herein shall be effected by:

1. The expiration of the term for which it was created without existing or enacted ordinances by at least two (2) participating cities of Johnson County, Kansas authorizing the Mayor or City Administrator of said cities to extend the agreement and term of the commission as aforementioned in Paragraph 2., Article VI., for an additional four (4) year period or a year-to-year basis.
2. The withdrawal of support of said Commission by ordinance or resolution of any adopting city or cities leaving less than two (2) of the cities of Johnson County, Kansas supporting the agreement creating the Commission by ordinance or resolution.

3. No participating city shall by ordinance or resolution withdraw its support, except on at least four (4) months notice prior to the end of the calendar year.

ARTICLE VIII
Disposition of Assets

Immediately upon termination of the agreement by ordinance or resolution leaving less than two (2) participating cities the Commission shall cease all operations. The commission shall freeze all financial assets or financial accounts except for payment of outstanding accounts. The commission shall advertise for and receive bids for the sale of all personal, real property, or equipment in its control or ownership to the highest bidder. The proceeds from said sale and all funds remaining in the Commission's possession shall be returned to the participating cities of the Commission during the last year immediately preceding termination in the same ratio that contributions were made to said Commission by participating cities during the last year preceding termination.

ARTICLE IX
Effective Agreement

This agreement shall take effect and be in force from the date of publication or ordinance summary publication in the official city newspaper and after the execution and signing thereof by the Mayors or City Administrator by at least two (2) adopting cities and the attestation thereof by the City Clerk of each adopting city. Further, this agreement shall rescind and supersede any previous agreement, contract, or document pertaining to the Northeast Animal Control Commission and the Animal Control service provided.

Dated this 14th day of November in the year of 2016.

SECTION 3. - This ordinance shall take effect upon publication or ordinance summary publication in the official city newspaper.

PASSED by the City Council this 14th day of November 2016. APPROVED by the Mayor.

Jerry Wiley, Mayor

ATTEST:

Kim Young, City Clerk

APPROVED AS TO FORM:

Stephen P. Chinn, City Attorney



Department of Public Works

November 2, 2016

Mayor Jerry Wiley
City Council
City Attorney Steve Chinn
City of Fairway

Re: 2017 Street Sweeper Purchase

The Public Works Department has researched the replacement of its 2003 Street Sweeper for the last two years. After demoing several models and receiving quotes the lowest bid was also the preferred replacement sweeper.

Budget Amount	\$300,000.00
<u>Sellers Equipment</u>	<u>\$247,281.00</u>

Savings	\$ 52,719.00
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OPTION- Paint Red to Match Other Vehicles	+\$ 3,125.00
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Staff recommends approval of the bid from Sellers Equipment for the 2017 Street Sweeper with Governing Body's preference on paint.

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



Dealer

10/21/2016

End User

P/O #

JNA 2016 STANDARD BUILD

STANDARD SWEEPER EQUIPMENT for VT651

Prices effective January 2016

Standard Factory Warranty: 2 years or 2,000 Hours

- | | |
|---|---|
| Roof Mounted Noise Attenuator | L.E.D Indicators on All Solenoid Plugs |
| Completely Covered & Sealed Auxiliary Engine Compartment | Step-Up Gear Box Driven Vacuum Fan via Fluid Coupler |
| 10" Inside Diameter Vacuum Hose with Straight Inlet Design | Coolant/Oil Pressure Shutdown System |
| Electrical Over Hydraulic Hopper Lift System | Maxigap: In-Cab Vacuum Nozzle Tilt System |
| Molded Composite 50 Gallon Auxiliary Engine Fuel Tank w/ Locking Cap | 28" Diameter Trailing Arm Design Gutter Brooms with LED Work Lights |
| 8.5 Cubic Yard Stainless Steel Hopper with Lifetime warranty | 16" x 50" Wide sweep Broom |
| 55 degree Dump Angle of hopper | "Unhanded" Suction Nozzle & Gutter Broom Assemblies |
| Two (2) Hopper Drain Ports on Rear Door: 1- 3" Drain Hose and 1- 2" Ball Valve | In-Cab Dual Gutter Broom Speed Control |
| Two (2) Side Mounted Hopper Access Doors; LH & RH | In-Cab Gutter Broom Down Pressure Control |
| Two (2) Lockable Built-In Hopper Side Storage Lockers: LH & RH | Master Sweep Control Switch to Start/Stop All Sweeping Functions |
| 415 Gallon Stainless Steel Water Tank w/ Lifetime Warranty | 20 Gallon Hydraulic Oil Tank |
| Remote Ground Level Drains: Engine, Hydraulic, Gearbox Oil & Coolant | Catwalk 60" x 12" |
| Four (4) Gutter Broom Water Spray Jets Per Side | 125 Micron Suction & 25 Micron Return Hydraulic Filters |
| Bumper Mounted Wide sweep Water Spray Bar with Four (4) Spray Jets | Hopper and Water Tank Interconnect |
| Four (4) Internal Water Spray Jets at each Vacuum Nozzle | Automatic Safety Body Prop with Hands Free Release |
| Remote Grease Zerk for Wide Sweep Pivot | Turbo III Precleaner for Auxiliary Engine |
| Handheld Pendant Wide Sweep Broom Down Pressure Control | 25' Hydrant Hose with Coupling & Wrench |
| Inside or Outside Cab Handheld Pendant Dump Controls | Centralized Weatherproof Systems Locker with Strip LED Light |
| Electrical Wiring Color and Number Coded | 25 ft. Wash-down Hose |
| Dust Proof Electrical Wiring - IP65 Standards | Two (2) Rear Mounted LED Strobes with Limb Guards |
| Water Proof Electrical Wiring - IP67 Standards | Body Paint Two Part Epoxy Factory White |
| In Cab integrated sweeper controls with data capture and to monitor performance | Engine Pack & Sweep Gear Powder Coated Gray |
| | 1 each Sweeper Ops Manual & Parts & Service CD - English |

QTY	ID Number	DESCRIPTION	2016 List Price	2016 List Extended
0	VT651-S	Single Gutter Broom without Pneumatic Flaps	\$135,625	\$0
1	VT651-D	Dual Gutter Brooms with Pneumatic Flaps	\$139,625	\$139,625
1	K31766-DS	John Deere Tier III B 4045HF285 115 HP @ 2200 RPM Engine (US EPA Flex Engine)	\$2,785	\$2,785
0	JCB-LP74	JCB Ecomax 74 HP (55kW) @ 2,200 RPM Turbocharged Tier 4 Final Diesel Engine.	\$0	\$0
0	JCB-HP125	JCB Ecomax Tier 4 Final 125HP 93kW @2200 RPM Requires EN690 (or equivalent) Ultra-low Sulphur fuels.	\$12,000	\$0
1	K30025	Gutter Broom In-Cab Tilt Control - Dual	\$3,675	\$3,675
0	K30218	Gutter Broom In-Cab Tilt Control - Single	\$1,830	\$0
1	K30653	Gutter Broom Lateral In-Cab Control - (Dual) available on Dual Sweep VTs only	\$1,400	\$1,400
0	K30652	Gutter Broom Lateral In-Cab Control - (Single) available on Single Sweep VTs only	\$700	\$0
0	K30022	Simultaneous Sweep	\$1,075	\$0
0	K30257	Widesweep Broom <u>Powascrub</u> - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life	\$1,150	\$0
0	K30257D	Dual Gutter Broom <u>Powathrust</u> - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life.	\$2,100	\$0
0	K30257S	Single Gutter Broom <u>Powathrust</u> - Added down pressure for SEVERE application. NOTE: Risk of Significant reduction in broom life.	\$1,050	\$0
0	K30018	Bonded Intake Ducts, Tubes and Heavy Duty Wearplates - Rubberized (Dual)	\$2,425	\$2,425
0	K30240	Bonded Intake Ducts, Tubes and Heavy Duty Wearplates - Rubberized (Single)	\$1,240	\$0
0	K30027PF	Pneumatic Intake Flap for Single Gutter Broom	\$1,950	\$0
0	K39907	Additional Full Width Wide Mouth Nozzles (Requires HP Engine & Simultaneous Sweep Options)	\$14,000	\$0
0	K39906	Additional Widesweep Spray Bar Mounted in Front of Widesweep Broom	\$765	\$0
1	K39901	Screen Vibrator - Pneumatic	\$1,500	\$1,500
1	K49904	Hopper Body Flush Out (2 nozzles)	\$1,100	\$1,100
0	SS6730	(2) Stainless Steel Hopper Screens ILOS	\$1,900	\$1,900
1	K30024	Catch Basin, Powaboom 8" Diameter includes: Aluminum - 4 ft. Crown and 6 ft. Extension	\$7,300	\$7,300
0	K39911	Four (4) Foot Aluminum Crown extension (One is Std. with Powaboom option)	\$400	\$0

QTY	ID Number	DESCRIPTION	2016 List Price	2016 List Extended
0	K39912	Six (6) Foot Aluminum extension (One is Std. with Powaboom option)	\$465	\$0
0	K39913	Four (4) Foot Aluminum extension (ILOS crown (4) foot with Powaboom option)	\$550	\$0
0	K39912	Six (6) Foot Aluminum Crown extension (ILOS Six (6) foot with Powaboom option)	\$260	\$0
0	K39914	Extension Rack Rear door or mid-mounted; holds 2 extensions (Includes option subframe)	\$2,130	\$0
0	K30481	Spring Mounted Rear Littasatch	\$3,900	\$0
0	K30019	Water Recirculating Water System	\$9,015	\$0
0	K30519	Supawash, 8 gpm, 1500 psi Handlance only	\$6,900	\$0
1	K30145	Supawash, 8 gpm, 1500 psi with Handlance, Front Mounted Spray Bar, & Nozzle Mounted Spray Bar	\$9,000	\$0
0	K39908	Supawash, 8 gpm, 1500 psi with Handlance, Front Mounted Spray Bar, Nozzle Mounted Spray Bar, & Curb Nozzle	\$9,600	\$0
0	K31088	Rear Door Drain Valve - 4" diameter	\$930	\$0
0	K39999	Additional Stainless Steel Water Tank 185 Gallons - Adds 12 inches to WB Consult factory prior to placing order.	\$7,750	\$0
0	K30368	PM-10 Dual, available on Dual Sweep VTs. Adds 9 Extra Spray Nozzles Per Side	\$3,700	\$0
0	K30369	PM-10 Single, available on Single Sweep VTs. Adds 9 Extra Spray Nozzles	\$2,000	\$0
0	K37689SS	Stainless Steel Engine Cowling ILO Standard	\$3,700	\$0
1	K30186	Split Arrow Stick, LED	\$1,300	\$1,300
0	K39914 SF	Option Subframe (required for Rear Door rack and Arrowboard Installation)	\$500	\$0
0	K12228	Fire Extinguisher 5 Pound	\$300	\$0
0	K30483	Strobe, Amber (Cab Mounted) LED with Limb Guard	\$750	\$0
0	K30151	Engine/Cowl Mounted Worklight LED	\$335	\$0
1	K30153	Work Lights Set of two (Rear mounted) LED	\$625	\$625
1	JNA001	Camera Single Rear Vision Displayed on JVM	\$1,315	\$0
0	JSL002	Cameras Dual Rear & Side Displayed on JVM	\$2,200	\$0
0	JSL003	Cameras: Triple Rear & Both Sides Displayed on JVM	\$2,500	\$2,500

Standard Chassis Equipment

AM/FM/WB Radio CD, A/C, Dual Air Suspension Seats, Remote & Heated Mirrors, Back Up Alarm, Dualization, and Allison 2500 RDS Transmission, 2 group 31 batteries 2250 CCA, 160 amp Alternator, Battery disconnect, Right hand exhaust, power windows and locks. Two speed rear axle.

		2016 List Price	2016 List Extended
1	2017 Freightliner M2 Conventional Chassis, Cummins ISB 6.7 200 HP Engine with EPA 2013 Emissions.	\$100,000	\$100,000
0	2017 International, 4300 M7, Conventional Chassis, Cummins ISB 6.7 200 HP Engine with EPA 2013 Emissions.	\$102,000	\$0
0	2017 Autocar Cab Over, AMCD, Cummins ISB 6.7 200 HP Engine with EPA 2013 Emissions.	\$120,250	\$0
0	2017 Peterbilt Cab Over, 220, PACAR PX-7 220 HP Engine with EPA 2013 Emissions	\$121,250	\$0
0	Dealer supplied chassis. Consult Factory Prior to Placing order. Does not include dualization- dealer responsible.	\$6,250	\$0
Please Note: The chassis being supplied by a customer or dealer must comply with all JNA requirements or the chassis will be modified at dealer's expense.			

QTY	SPECIAL CHASSIS OPTIONS AND MODIFICATIONS	Price
0		\$0
0		\$0
0		\$0
0		\$0
0		\$0
0	PDI	\$1,200
0	FREIGHT	\$3,500
Total with Body, Chassis and Dealer Discounts		\$247,281

Purchase Order # _____

- Dealer shall bear responsibility for the accuracy of the order. JNA will build and invoice to match this signed confirmation. Please reconcile ALL pricing and build specifications.
- Any request to add options or modify after signing this order confirmation will result in a 10% surcharge of the dealer net option price.
- Add-on "in field" options are an additional 10% of dealer net price.

Print Name

Signature

Date



Department of Public Works

October 24, 2016

**Mayor Jerry Wiley
City Council
City Attorney Steve Chinn
City of Fairway**

**Re: Professional Services Agreement for 2017 Capital
Improvement Plan**

The Public Works Department requested Cook, Flatt & Strobel to prepare a fee for design services for the 2017 Capital Improvement Plan. The fee was reviewed by City Administrators Nogelmeier and Axelson as well as Committee Chair Watkins and Director Stogsdill. The fee is in line with the scope of services.

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 \$9,260.00.

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

AGREEMENT FOR PROFESSIONAL OR TECHNICAL SERVICES

This Agreement entered into this 14th day of November, 2017 by and between Cook, Flatt & Strobel Engineering, hereinafter referred to as "Professional" and the City of Fairway, Kansas, hereinafter referred to as "City" for furnishing services for the following project:

2017 City of Fairway's Capital Improvement Plan

This Agreement incorporates the Terms and Conditions attached hereto as **Exhibit "A."** Professional agrees to perform all the services described therein as being performed by a licensed design professional as they may apply to the scope of work described below. Professional shall furnish the insurance called for on **Exhibit "B."**

I. SCOPE OF SERVICES

In connection with the above, Professional will perform the following services as noted:

Contract Plans and Cost Estimating (*check if included X*)

1. Professional will prepare a full set of plans and a specification book that meet Johnson County CARS Program standards will need to be developed for Mission Road sidewalk (53rd to Shawnee Mission Parkway). Information on the Johnson County CARS Program can be found here:

<http://www.jocogov.org/dept/public-works/cars-program>

Lockton Lane (Eastvale to 61st Terrace) and Canterbury (Shawnee Mission Parkway to 53rd Street) will require quantities compiled in a bid form as a total and by street to be uploaded to an online plan room.

2. Professional will assist the City in obtaining the approval of final agreements with utility companies and other such public agencies as may be necessary.

3. In consultation with the City's attorney, Professional will prepare a complete set of front end documents and technical specifications for the construction package.

4. Professional will provide quantities and a detailed estimate of cost for the work.

5. Professional will prepare the notice to contractors for bidding purposes, notify Dodge Reports of the progress of the project, send written notices to a number of contractors qualified to bid on the work, and send written notices to various minority organizations and minority contractors, to assure maximum competition from qualified sources.

6. Professional will attend meetings with City staff and elected officials if needed, to explain aspects of the Project, the budget and apprise them of any issues which may require special consideration, including but not limited to historic or environmental considerations.

II. TO BE PROVIDED BY THE CITY

A. The City shall make available to Professional all available pertinent information that it may have in its possession or to which it may have access that is applicable to the current Scope of Work including AIMS information.

B. The City shall appoint a representative to whom Professional will report and from whom Professional will receive instruction and authorization.

C. The City shall arrange for right of access to all properties as required during the execution of the work.

D. The City will provide for the services of an independent testing laboratory to perform all materials testing necessary for control of the project during the construction phase.

E. The City shall provide title work necessary for easement or property acquisition.

III. TO BE PROVIDED BY PROFESSIONAL

A. The services of all professional and technical personnel required for the performance of the services described under Scope of Work.

B. Professional will procure and maintain the insurance as described on **Exhibit "B"** to this Contract.

IV. TIME OF PERFORMANCE

The services of Professional are to commence upon direction from the City, and are to be performed expeditiously as necessary for the timely completion of the Scope of Work described above.

V. COMPENSATION

The City will compensate Professional for the work specified above as follows:

1. For all work and services described in the Scope of Services, the fee shall not exceed \$9,260.00
2. Other compensation arrangements: N/A

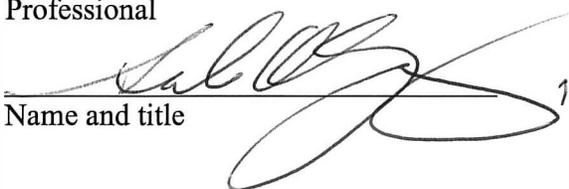
3. Schedule of payments: as submitted, not to exceed monthly

4. This payment shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

5. Professional shall assure that any subcontractors or vendors retained by it are promptly compensated out of the funds paid by the City. The City shall have no contractual relationship with such other parties.

6. Interest. Payments due and unpaid by the City to Professional shall bear interest commencing five (5) days after payment is due at the statutory rate applicable to late payments under Kansas law.

Professional

 Sr. Vice President
Name and title

City

Name and title

Exhibit "A"

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If Professional shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Professional shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Professional of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Professional under this Agreement shall, at the option of the City, become its property. No further payment shall be made to Professional until the full extent of the City's damages has been ascertained. If the City has been damaged by a breach by Professional, the City shall have the right to apply any earned but unpaid moneys otherwise owed to Professional to the payment of such damages, and if insufficient unpaid funds exist, Professional shall promptly pay the City any damages the City may incur upon receipt of City's documented invoice for such damages. Professional shall be entitled to receive all remaining compensation for any work satisfactorily completed hereunder.
2. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Professional. If the Agreement is terminated by the City under this section, the Professional will be paid for the time provided and expenses incurred up to the termination date.
3. Changes. The City may, from time to time, request changes in the scope of the services of the Professional to be performed hereunder. Such changes, including any increase or decrease in the amount of the Professional's compensation, which are mutually agreed upon by and between the City and the Professional, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Professional represents that he/she has, or will secure at Professional's own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Professional or under Professional's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
5. Assignability. Professional shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Professional from the City under this

Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Records and Audits. Professional shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

7. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Professional under this Agreement are confidential and Professional agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Professional shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

8. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Professional. The City shall be deemed the author of any such data for which Professional has been compensated to produce.

9. Use of Professional's findings and report. Professional acknowledges that the City is engaging Professional to produce borings, test results and other data, findings and opinions (hereinafter "Data") that the City will supply to its design professionals and contractors for use in the design and construction of facilities, and Professional agrees that those parties may rely on the Data to the same extent that the City may rely on it.

10. Compliance with Local Laws. Professional shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, Professional agrees as follows:

a. Professional will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b. Professional will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c. Professional will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of Professional's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and Professional may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. Professional will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Professional will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, Professional may request the United States Government to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued, including affirmative action to hire and promote disabled workers.

a. Professional will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for

employment is qualified. Professional agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Professional agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of Professional's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state Professional's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. Professional will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Professional is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. Professional will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. Professional will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

14. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

15. Age Discrimination Act of 1975 and Kansas Law Against Discrimination. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance. Further, Professional shall in no way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed. Professional must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Non-Discrimination as provided in K.S.A. 44-1030.

16. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection

with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Professional shall take appropriate steps to assure compliance.

17. Interest of Professional and Employees. Professional covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Professional further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

18. Dispute Resolution. The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to the Construction Industry Mediation Rules then in effect. Any claim, dispute, or controversy arising out of or relating to this Agreement or the breach thereof which has not been resolved by mediation shall be resolved through litigation in Johnson County, Kansas District Court.

19. Governing Law. This Agreement shall be governed by the laws of the State of Kansas, without giving effect to its conflict of law principles.

20. Severability. If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

21. Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

22. Entire Agreement. This Agreement forms the entire agreement between Owner and Professional. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement.

Exhibit "B"

INSURANCE REQUIREMENTS

1. The Designer shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Designer and the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The Owner will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is authorized to do business in the State of Kansas;
- 2) Carries a Best's policy holder rating of A or better and at least a Class X financial rating.
- 3) Is a company mutually agreed upon by the Owner and the Designer.

2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Designer to maintain adequate insurance coverage at all times. Owner reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Designer to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13.)

4. If Designer should retain consultants to perform any of its services, Designer shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Owner.

5. The insurance policies shall require that Owner shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Owner) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancellation Endorsement must be furnished to the Owner prior to commencement of Work. The Contractor shall notify the Owner of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the Owner determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the Owner shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the Owner, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Owner. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the Owner's exercising its right to terminate the Contract.

6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the Owner prior to Contractor's entry on to the Project site. The Certificate shall specify the date when such insurance

expires. A renewal certificate shall be furnished to Owner prior to the expiration date of any coverage.

7. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

8. Designer shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described above. Indemnitees shall be included as additional insureds under Designer's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Designer's liability under this Agreement.

9. Designer agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:

10. Insurance limits

10.1 Commercial Automobile Liability Insurance. Designer shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.

10.2 Workers' Compensation and Employer's Liability Insurance. Designer shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than \$500,000.00 per occurrence. The Designer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.

10.3 Commercial General Liability Insurance. Designer shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Designer or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage

terms and conditions. Each Project shall have minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 products/completed operations aggregate coverage.

10.4 Excess Liability. Designer shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Owner and all its assigns, affiliates, employees, insurers and underwriters.

12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Designer's liability with respect to its performance of this Agreement.

13. Professional Liability coverage. The Designer shall procure and maintain Professional Liability Insurance. Such insurance shall be issued by companies reasonably acceptable to Owner, and shall not be canceled, without thirty (30) days' prior written notice to the Owner, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to Owner) . The Designer will maintain and pay premiums on worker's compensation insurance, employer's liability insurance, general liability insurance, and property damage insurance policies. Additionally, Designer will maintain and pay the premium on professional liability insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). Certificates of insurance for such coverage will be provided to Owner within ten (10) days of the execution of this Agreement. All such insurance shall be at no cost to the Owner.

14. Designer shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by Owner. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.



Department of Public Works

November 2, 2016

**Mayor Jerry Wiley
City Council
City Attorney Steve Chinn
City of Fairway**

**Re: Public Works Department Job Description-
Assistant Public Works Director**

This Job Description has been updated to reflect the new position and the assignment/division of job duties.

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

CITY OF FAIRWAY JOB DESCRIPTION

TITLE: Assistant Director **DEPARTMENT:** Public Works
FSLA STATUS: Non-Exempt **WORK WEEK:** 40 hours + overtime

JOB SUMMARY

The Assistant Director assists in the planning, organizing and directing of Public Works as well as supervising the activities of Public Works, tree care and park maintenance. Acts on behalf of Director of Public Works in his/her absence.

SUPERVISION

- This position reports to the Public Works Director.
- This position supervises all Public Works Operations personnel in the absence of the Director.
- This position requires independent judgment with little review and guidance.

DUTIES

- Ensures the proper maintenance and/or construction of City owned facilities as assigned by Public Works Director.
- Assists Public Works Director in the financial operations of the Public Works Department.
- Assists Public Works Director in arranging contract work related to various Public Works maintenance and construction activities.
- Insures all department equipment is in proper operating condition prior to its use.
- Purchases new and additional equipment as directed by Public Works Director.
- Responds to inquiries and complaints from the public, and completes a follow-up in each situation as appropriate.
- Assists Director in overseeing Public Works maintenance and construction activities.
- Reviews the daily activities of the Public Works Operations Staff, insuring that all work is completed properly.
- Must take and pass arborist certification class within first year of full time employment.
- Perform all Sediment and Erosion Control inspections according to City of Fairway standards.
- Miscellaneous duties as assigned.

REQUIREMENTS

Skills and Abilities

- Ability to comprehend verbally, express ideas verbally, comprehend written material, express ideas in writing, comprehend arithmetically, and express ideas creatively.
- Ability to work independently, as part of a team and with the public.
- Ability to prioritize work and meet deadlines.
- Ability to work long hours as needed.
- Aptitude for office equipment and procedure, including word processing.
- Must have an understanding of the proper use of all department equipment.

Physical

- Must have arm/hand steadiness, hand/eye coordination, finger dexterity and manual dexterity adequate to perform the essential functions of the position.
- Must have visual acuity, visual stamina, and auditory perception adequate to perform the essential functions of the position.
- Must be able to speak and write adequately to perform the essential functions of the position.
- Must be able to be present at various work sites.
- Must be able to withstand exposure to noise from equipment, machines, and vehicles.
- Must be able to stand for a prolonged period of time.
- Must be able to perform frequent lifting of up to 75 pounds.
- Must be able to perform certain tasks on a repetitive basis, including but not limited to, frequent bending, stooping and reaching, and must be able to perform manual labor.
- Must have adequate environmental tolerance, including the ability to work in variable and sometimes extreme weather conditions such as rain, snow, storms, heat, cold, and any other weather indigenous to the U.S. Midwest.
- Must be able to walk over uneven surfaces and to engage in occasional climbing.
- This position requires physical labor most of the day including heavy lifting of materials and equipment.
- Under certain circumstance such as snowstorms or street sweeping, this position may require sitting in a vehicle for long periods of time.

Mental

- Ability to understand department rules and regulations, City of Fairway rules, regulations and policies and standard operating procedures and ability to follow same.
- Ability to formulate department rules and regulations, City of Fairway Rules, regulations and policies and standard operating procedures.
- Ability to concentrate and reason logically. Must be original and creative and have sound judgement.
- Ability to make rational decisions efficiently during variable and sometimes stressful conditions, including the ability to calmly interact with the public and other City personnel.

Educational and Miscellaneous

- Must have basic education with a high school diploma or equivalent.
- Must have three years experience as an Equipment Operator or equivalent experience.
- Must be certified Sediment and Erosion Control inspector

Other

- Must have a valid Class B Commercial Driver's License (CDL) with air brake endorsement.
- Must have an acceptable driving record, in the City's discretion, and must be proficient in safe vehicular operation.
- Must maintain regular and acceptable attendance at such level as is determined in the City's sole discretion.
- Must be available and willing to work such hours as the City determines is necessary or desirable to meet its business needs.

Safety

- Must conform to all safety procedures described during training.
- Must use Personal Protective Equipment supplied by the City of Fairway, Kansas.
- Must work in a safe manner at all times.
- Must encourage others to work in a safe manner at all times.



Department of Public Works

November 2, 2016

**Mayor Jerry Wiley
City Council
City Attorney Steve Chinn
City of Fairway**

**Re: Public Works Department Job Description-
ROW Specialist/Equipment Operator II**

The Public Works Department is hiring a new position in 2017 that will deal primarily with work in Right-of-Way and the contractors that have open permits. Attached for review is the job description associated with that position that will have a starting salary range of \$42,000-\$48,000.

The current timeline would be to advertise in November, interview in December with a start date in January 2017.

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

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

CITY OF FAIRWAY JOB DESCRIPTION

TITLE: ROW Specialist/Equipment Operator II **DEPARTMENT:** Public Works
FSLA STATUS: Non-Exempt **WORK WEEK:** 40 hours + overtime

JOB SUMMARY

The ROW Specialist/Equipment Operator II position is the primary liaison between the Public Works Department and contractors with open Right-of-Way permits to ensure construction and restoration is completed to adopted standards as well as performs maintenance and construction of City-owned facilities, snow removal, mowing, street sweeping, storm sewer maintenance and cleaning, cleaning of City facilities, tree planting and maintenance and other duties as assigned. This position reports to the Director and Assistant Director in the absence of the Director; all work and all job-related decisions are subject to review by supervisors. This position involves no supervision of other employees.

DUTIES

Maintenance and Construction activities

- Primary liaison between the Department and contractors with open Right-of-Way permits to ensure construction and restoration is completed to adopted standards.
- Back up Sediment and Erosion Control Inspector.
- Must take and pass arborist certification class within first year of full time employment.
- Performs routine maintenance on vehicles and equipment.
- Assists in the maintenance and/or construction of City-owned facilities, including, but not limited to mowing, snow removal, street sweeping, tree planting and trimming, light maintenance of Public Works facilities, streets, roads, right-of-ways, and storm sewer systems as directed.
- Performs a variety of manual labor activities, including hauling materials, landscaping, excavation, removing pavement and curbing, placing concrete and asphaltic materials, etc.
- Performs miscellaneous duties as assigned.

Equipment Safety

- Ensures all equipment, including vehicles, is in proper operating condition prior to use.
- Notifies supervisor of unsafe equipment or safety concerns immediately.

REQUIREMENTS

Skills and Abilities

- Ability to comprehend verbally, express ideas verbally, comprehend written material, express ideas in writing, comprehend arithmetically, and express ideas creatively.
- Ability to work independently, as part of a team and with the public.
- Ability to prioritize work and meet deadlines.

- Ability to work long hours as needed.
- Aptitude for office equipment and procedure, including word processing.
- Ability to comprehend verbally, express ideas verbally, comprehend written material, express ideas in writing, comprehend arithmetically, and express ideas creatively.
- Must have an understanding of the proper use of all department equipment.
- Ability to comprehend written material (i.e. instruction books); ability to comprehend directives.
- Aptitude for mechanics.
- Aptitude for operating all department equipment.
- Must have proficiency with radio language.

Physical

- Must have arm/hand steadiness, hand/eye coordination, finger dexterity and manual dexterity adequate to perform the essential functions of the position.
- Must have depth perception, visual acuity, and ability to distinguish colors adequate to perform the essential functions of the position.
- Must be able to be present at various work sites.
- Must be able to stand for a prolonged period of time.
- Must be able to perform certain tasks on a repetitive basis, including but not limited to, frequent bending, stooping and reaching, and must be able to perform manual labor.
- Must be able to perform frequent lifting of up to 75 pounds.
- Must be able to withstand exposure to noise from equipment, machines, and vehicles.
- Must have adequate environmental tolerance, including the ability to work in variable and sometimes extreme weather conditions such as rain, snow, storms, heat, cold, and any other weather indigenous to the U.S. Midwest.
- Must be able to walk over uneven surfaces and to engage in occasional climbing.
- Under certain circumstance, such as snow storms or street sweeping, this position may require sitting in a vehicle for long periods of time.

Mental

- Ability to understand department rules and regulations, City of Fairway rules and regulations, policies, standard operating procedures, and ability to follow same.
- Ability to concentrate and reason logically. Must have sound judgment.
- Ability to make rational decisions efficiently during variable and sometimes stressful conditions including the ability to calmly interact with the public and other City personnel.
- Ability to respond to emergencies, changes, and directives efficiently.

Educational and Miscellaneous

- Must have basic education with a high school diploma or equivalent preferred.
- Must have two years' experience as a ROW Inspector/Equipment Operator or equivalent experience.

Other

- Must have a valid Class B Commercial Driver's License (CDL) with air brake endorsement or the ability to acquire within three month of hire.
- Must have an acceptable driving record, in the City's discretion, and must be proficient in safe vehicular operation.
- Must maintain regular and acceptable attendance at such level as is determined in the City's sole discretion.
- Must be available and willing to work such hours as the City determines is necessary or desirable to meet its business needs.

Safety

- Must conform to all safety procedures described during training.
- Must use Personal Protective Equipment supplied by the City of Fairway, Kansas.
- Must work in a safe manner at all times.
- Must encourage others to work in a safe manner at all times.



Department of Public Works

November 2, 2016

**Mayor Jerry Wiley
City Council
City Attorney Steve Chinn
City of Fairway**

**Re: Public Works Department Job Description-
Equipment Operator**

To align more with neighboring departments, the Public Works Department would like to change the name of our Maintenance Worker position to Equipment Operator.

This is a change in title only and will align more with the job that we are asking staff to do.

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

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

CITY OF FAIRWAY JOB DESCRIPTION

TITLE: Equipment Operator
FSLA STATUS: Non-Exempt

DEPARTMENT: Public Works
WORK WEEK: 40 hours + overtime

JOB SUMMARY

The Equipment Operator position performs maintenance and construction of City-owned facilities, snow removal, mowing, street sweeping, storm sewer maintenance and cleaning, cleaning of City facilities, tree planting and maintenance. This position reports to the Director and Assistant Director in the absence of the Director; all work and all job-related decisions are subject to review by supervisors. This position involves no supervision of other employees.

DUTIES

Maintenance and Construction activities

- Assists in the maintenance and/or construction of City-owned facilities, including, but not limited to mowing, snow removal, street sweeping, tree planting and trimming, light maintenance of Public Works facilities, streets, roads, right-of-ways, and storm sewer systems as directed.
- Performs a variety of manual labor activities, including hauling materials, landscaping, excavation, removing pavement and curbing, placing concrete and asphaltic materials, etc.
- Performs miscellaneous duties as assigned.

Equipment Safety

- Ensures all equipment, including vehicles, is in proper operating condition prior to use.
- Notifies supervisor of unsafe equipment or safety concerns immediately.

REQUIREMENTS

Skills and Abilities

- Ability to comprehend written material (i.e. instruction books); ability to comprehend directives.
- Ability to work independently, as part of a team, and with the public.
- Ability to prioritize work and meet deadlines.
- Ability to work long hours as needed.
- Aptitude for mechanics.
- Aptitude for operating all department equipment.
- Must have proficiency with radio language.

Physical

- Must have arm/hand steadiness, hand/eye coordination, finger dexterity and manual dexterity adequate to perform the essential functions of the position.
- Must have depth perception, visual acuity, and ability to distinguish colors adequate to perform the essential functions of the position.

- Must be able to be present at various work sites.
- Must be able to stand for a prolonged period of time.
- Must be able to perform certain tasks on a repetitive basis, including but not limited to, frequent bending, stooping and reaching, and must be able to perform manual labor.
- Must be able to perform frequent lifting of up to 75 pounds.
- Must be able to withstand exposure to noise from equipment, machines, and vehicles.
- Must have adequate environmental tolerance, including the ability to work in variable and sometimes extreme weather conditions such as rain, snow, storms, heat, cold, and any other weather indigenous to the U.S. Midwest.
- Must be able to walk over uneven surfaces and to engage in occasional climbing.
- Under certain circumstance, such as snow storms or street sweeping, this position may require sitting in a vehicle for long periods of time.

Mental

- Ability to understand department rules and regulations, City of Fairway rules and regulations, policies, standard operating procedures, and ability to follow same.
- Ability to concentrate and reason logically. Must have sound judgment.
- Ability to make rational decisions efficiently during variable and sometimes stressful conditions including the ability to calmly interact with the public and other City personnel.
- Ability to respond to emergencies, changes, and directives efficiently.

Educational and Miscellaneous

- Must have basic education with a high school diploma or equivalent preferred.
- Must have two years' experience as an Equipment Operator or equivalent experience.

Other

- Must have a valid Class B Commercial Driver's License (CDL) with air brake endorsement or the ability to acquire within three month of hire.
- Must have an acceptable driving record, in the City's discretion, and must be proficient in safe vehicular operation.
- Must maintain regular and acceptable attendance at such level as is determined in the City's sole discretion.
- Must be available and willing to work such hours as the City determines is necessary or desirable to meet its business needs.

Safety

- Must conform to all safety procedures described during training.
- Must use Personal Protective Equipment supplied by the City of Fairway, Kansas.
- Must work in a safe manner at all times.
- Must encourage others to work in a safe manner at all times.



Parks & Recreation Department

To: Mayor Jerry Wiley, Fairway City Council
CC:
From: Nathan Nogelmeier, City Administrator
Date: 11/7/2016
Re: Parks & Recreation Director Job Description Changes

As a part of the staffing transition, I sat down with then City Administrator/City Clerk Kathy Axelson to update the Director of Parks & Recreation Job Description (JD). As you might imagine, many of the tasks I was performing under that position will transfer with me to my new role. The updated JD encompasses departmental changes to include the additional (already added, not new) staff and the Shawnee Indian Mission State Historic Site.

The revised job description was used as a part of the hiring process for my successor.

The published starting salary range was \$58,000-\$65,000.

Staff recommends approval of the job description.

NEALE PETERSON PARK AND FAIRWAY POOL
6136 MISSION ROAD
FAIRWAY, KANSAS 66205
913-722-3161 (SUMMER ONLY)
NNOGELMEIER@FAIRWAYKANSAS.ORG

WWW.FAIRWAYKANSAS.ORG

FAIRWAY CITY HALL
4210 SHAWNEE MISSION PARKWAY, STE. 100
FAIRWAY, KS 66205
PHONE: 913-262-0350
FAX: 913-262-4607

CITY OF FAIRWAY
JOB DESCRIPTION

TITLE: ~~Director of Parks and Recreation~~ ~~Director~~ DEPARTMENT: Parks
~~and Recreation~~
FSLA STATUS: Exempt WORK WEEK: 40, As Required

JOB SUMMARY:

The ~~Director of Parks and Recreation~~ ~~Director~~ plans, develops, coordinates, and directs the provision of a comprehensive recreation program and the construction, maintenance, and acquisition of all Fairway parkland /green space areas, recreation areas, and related facilities. The Director oversees ~~pre-season preparation, daily operation, and post season closure of Fairway Pool~~ the operation of the Fairway Swimming Pool, Peterson Park and the Shawnee Indian Mission State Historic Site. This position reports to the ~~Parks and Recreation Committee Chairperson and to the Mayor.~~ City Administrator.

DUTIES:

General

- ◆ Performs administrative and managerial duties in planning, developing and organizing the municipal parks, greenspaces, recreation and cultural programs, special events and facilities, including the Shawnee Indian Mission State Historic Site.
- ◆ Prepares, reviews, and justifies, ~~with the assistance of the Parks and Recreation Committee,~~ the annual departmental budget
- ◆ Prepares long range plans for infrastructure improvements.
- ◆ Provides regular reports and recommendations to the Parks ~~and~~ Recreation Committee, Fairway City Council, City Administrator and the Fairway Mayor with regards to all matters of the Parks ~~and~~ Recreation department
- ◆ Recruits, trains, supervises, and evaluates a capable staff which effectively develops and implements parks and recreation programs, facilities, and parks
- ◆ Negotiates and manages service contracts for all aspects of the department
- ◆ Resolves personnel issues
- ◆ Fulfills the goals and measurable objectives of the Parks ~~and~~ Recreation Department
- ◆ Fosters a safe environment for both departmental staff and the general public
- ◆ Follows the direction provided in the Parks ~~and~~ Recreation Mission Statement
- ◆ ~~Works cooperatively with Public Works to ensure that all maintenance needs of the department are being met~~
- ◆ Cooperates with other city departments and staff

Shawnee Indian State Historic Site

- ◆ Oversees all day-to-day operations including, but not limited to: staff hiring and supervision; routine maintenance of the grounds and the buildings; promotion of the Shawnee Indian Mission; programming and special events; and, oversight of all volunteer efforts.
- ◆ Serves as the staff liaison to the Shawnee Indian Mission Foundation and the Kansas Historical Society
- ◆ Works and coordinates with various community groups with regards to programs and events at the site, including all fundraising events
- ◆ Coordinates any third party usage of the site
- ◆ Authorizes all purchases/orders for necessary supplies and equipment for the operations of the site.
- ◆ Directs and oversees management of marketing and public relations efforts including press releases, brochures, website content, promotional projects and social media
- ◆ Promotes the Shawnee Indian Mission through public appearances and speaking engagements

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Recreational Programming

- ◆ Plans and directs the design, development, and implementation of a variety recreational programs to meet the needs and demands of the citizens of Fairway, including: aquatics, special interest classes, adult and youth programs, etc.
- ◆ Continually evaluates recreational programs ensuring maximum utilization by the community; outlines future programming objectives and goals
- ◆ Directs the establishment and maintenance of files and records of departmental activities
- ◆ Continues to improve upon existing program offerings
- ◆ Purchases/Orders all necessary supplies and equipment for the execution of recreational programming
- ◆ Schedules personnel, facilities, and equipment in accordance with program requirements

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Pool Operation

- ◆ ~~Supervises-Oversees~~ the preparation of the pool for opening and closing each season (with respect to equipment, staff hiring and training, cash operations, concessions, repairs, water chemistry, filter operation, and supplies.)
- ◆ Coordinates with Public Works Director to determine a schedule of opening tasks and to determine what tasks will be completed by what department
- ◆ Oversees ~~and administers~~ operation of swimming pool on a day-to-day basis and enforces pool policies and regulations
- ◆ ~~Responsible for overseeing the preparation of deposits for membership fees, concession revenues, gate fees, and swimming lesson fees on a daily basis.~~
- ◆ ~~Reviews revenue deposits and expenses regularly~~
- ◆ ~~Responsible for checking emergency systems and coordinating emergency drills~~
- ◆ ~~Purchases/Orders supplies for all aspects of the pool operation, including: concessions, chemicals, cleaning supplies, uniforms, and capital purchases.~~

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- ◆ Responsible for maintaining all aspects of pool facility in working condition, monitors and adjusts pool chemicals and clarity, repairs minor items in house and contacts public works to perform/contract major repairs

Parks

- ◆ ~~Coordinates shelter house reservations~~
- ◆ Assesses areas in need of maintenance and ~~advises Public Works or Parks and Recreation Committee Chair as to needs for replacement/repair~~coordinates repairs as necessary
- ◆ Responds to and relays citizen ideas/complaints/needs as necessary to ~~committee for consideration~~City Administrator
- ◆ ~~Responsible for day to day cleanliness and trash removal during the pool season~~
- ◆ Maintains discipline at Neale Peterson Park during pool hours; alerts police if necessary
- ◆ Maintains tennis court nets and cleans surface as needed

Supervision

- ◆ Exercises full personnel authority – staffing, discipline, performance reviews, etc. for all Parks ~~and &~~ Recreation employees and volunteers
- ◆ ~~Prepares time sheets/cards, evaluations, and all other reporting forms for all departments staff~~
- ◆ ~~Monitors the swim team activities and coordinates facility use during the meets~~

Miscellaneous

- ◆ Updates Parks ~~and &~~ Recreation Committee on operation numbers including but not limited to revenues, memberships, and daily attendance.
- ◆ Wears proper attire at all times.
- ◆ Reports to work regularly and promptly
- ◆ Maintains a cordial relation with public and sets example in conduct for entire staff

REQUIREMENTS:

Skills and Abilities

- ◆ Ability to comprehend verbally, arithmetically and in writing; ability to express ideas verbally and in writing
- ◆ Aptitude for office procedure, cash management and mechanics
- ◆ Ability to work independently and as part of a team
- ◆ Ability to prioritize work and meet deadlines
- ◆ Ability to work with the public
- ◆ Ability to recognize and avoid safety hazards and is able to respond to emergencies effectively
- ◆ Ability to recognize and protect confidential information
- ◆ Ability to use basic computer software including: word process documents, enter basic data into database, and use spreadsheets to maintain numerical data

Physical

- ◆ Must have finger and manual dexterity, strength and physical stamina adequate to perform essential functions of the position
- ◆ Must have body flexibility including multi-limb coordination
- ◆ Must have adequate depth perception, visual acuity, visual stamina and auditory perception adequate to perform essential functions of the position
- ◆ Must be able to speak and write adequately to perform essential functions of the position
- ◆ Must have adequate environmental tolerance, including ability to tolerate high temperatures and confining workspaces

Mental

- ◆ Ability to understand department rules and regulations, City of Fairway rules and regulations and standard operating procedures and the ability to help formulate same.
- ◆ Must be able to concentrate, memorize and reason logically
- ◆ Ability to respond to emergencies effectively, to changes effectively, and to directives effectively

Educational and Miscellaneous

- ◆ Must have an equivalent to a Bachelors degree from an accredited college or university with major course work in recreation administration, business administration, or a related field
- ◆ ~~Four~~ Five years of increasingly responsible experience in ~~swimming pool operations~~ and parks and recreation program development and implementation, including 2 years of administrative and supervisory responsibility, general knowledge of museum or historical site operations preferred.
- ◆ Current ~~Certified Pool Operators and WSI certification~~ Certified Parks & Recreation Profession (CPRP) and Aquatic Facility Operator (AFO) ~~are~~ designations are desired

CITY OF FAIRWAY
JOB DESCRIPTION

TITLE: Director of Parks & Recreation
FSLA STATUS: Exempt

DEPARTMENT: Parks & Recreation
WORK WEEK: 40, As Required

JOB SUMMARY:

The Director of Parks & Recreation plans, develops, coordinates, and directs the provision of a comprehensive recreation program and the construction, maintenance, and acquisition of all Fairway parkland /green space areas, recreation areas, and related facilities. The Director oversees the operation of the Fairway Swimming Pool, Peterson Park and the Shawnee Indian Mission State Historic Site. The Director is responsible for the direct supervision of the Recreation Supervisor – Aquatics and the Coordinator for Museum Experience & Programs. This position reports to the City Administrator.

DUTIES:

General

- ◆ Perform administrative and managerial duties in planning, developing and organizing the municipal parks, greenspaces, recreation and cultural programs, special events and facilities, including the Shawnee Indian Mission State Historic Site
- ◆ Prepare, reviews, and justifies the annual departmental budget
- ◆ Prepare long range plans for infrastructure improvements
- ◆ Provide regular reports and recommendations to the Parks & Recreation Committee, Fairway City Council, City Administrator and the Fairway Mayor with regards to all matters of the Parks & Recreation department
- ◆ Recruit, train, supervise, and evaluate a staff for development and implementation of Parks and Recreation programs, facilities, and parks
- ◆ Negotiate and manage service contracts for all aspects of the department
- ◆ Resolve personnel issues
- ◆ Fulfill the goals and measurable objectives of the Parks & Recreation Department
- ◆ Foster a safe environment for both departmental staff and the general public
- ◆ Follow the direction provided in the Parks & Recreation Mission Statement
- ◆ Work cooperatively with Public Works to ensure that all maintenance needs of the department are being met; cooperate with other City departments and staff

Shawnee Indian State Historic Site

- ◆ Oversee day-to-day operations including, but not limited to: staff hiring and supervision; routine maintenance of the grounds and the buildings; promotion of the Shawnee Indian Mission; programming and special events; and, oversight of all volunteer efforts
- ◆ Serve as staff liaison to the Shawnee Indian Mission Foundation and the Kansas Historical Society
- ◆ Work and coordinate with various community groups for programs and events at the site, including all fundraising events

- ◆ Coordinate third party usage of the site
- ◆ Authorize all purchases/orders for supplies and equipment for the operations of the site.
- ◆ Direct and oversee management of marketing and public relations efforts including press releases, brochures, website content, promotional projects and social media
- ◆ Promote the Shawnee Indian Mission through public appearances and speaking engagements

Recreational Programming

- ◆ Plan and direct the design, development, and implementation of a variety of recreational programs to meet the needs and demands of the citizens of Fairway, including: aquatics, special interest classes, adult and youth programs, etc.
- ◆ Continually evaluate recreational programs ensuring maximum utilization by the community; outlines future programming objectives and goals
- ◆ Direct the establishment and maintenance of files and records of departmental activities
- ◆ Continue to improve upon existing program offerings
- ◆ Purchase/Order all necessary supplies and equipment for the execution of recreational programming
- ◆ Schedules personnel, facilities, and equipment in accordance with program requirements

Pool Operation

- ◆ Oversee the operation of the Fairway Pool, including opening and closing each season
- ◆ Coordinate with the Public Works Director the scheduling of opening tasks and determine the responsibilities for each department to complete
- ◆ Review revenue deposits and expenses, provided by the Recreation Supervisor - Aquatics

Parks

- ◆ Assess areas in need of maintenance and coordinate repairs as necessary
- ◆ Respond to and relay citizen ideas/complaints/needs as necessary to City Administrator
- ◆ Maintain discipline at Neale Peterson Park during pool hours; alert police if necessary
- ◆ Maintain tennis court nets and clean surface as needed

Supervision

- ◆ Exercise full personnel authority – staffing, discipline, performance reviews, etc. for all Parks & Recreation employees and volunteers

Miscellaneous

- ◆ Update Parks & Recreation Committee on operation numbers including but not limited to revenues, memberships, and daily attendance
- ◆ Wear proper attire at all times
- ◆ Report to work regularly and promptly
- ◆ Maintain a cordial relation with public and sets example in conduct for entire staff

REQUIREMENTS:

Skills and Abilities

- ◆ Ability to comprehend verbally, arithmetically and in writing; ability to express ideas verbally and in writing
- ◆ Aptitude for office procedure, cash management and mechanics
- ◆ Ability to work independently and as part of a team
- ◆ Ability to prioritize work and meet deadlines
- ◆ Ability to work with the public
- ◆ Ability to recognize and avoid safety hazards and is able to respond to emergencies effectively
- ◆ Ability to recognize and protect confidential information
- ◆ Ability to use computer software including: word process documents, enter basic data into database, and use spreadsheets to maintain numerical data

Physical

- ◆ Must have finger and manual dexterity, strength and physical stamina adequate to perform essential functions of the position
- ◆ Must have body flexibility including multi-limb coordination
- ◆ Must have adequate depth perception, visual acuity, visual stamina and auditory perception adequate to perform essential functions of the position
- ◆ Must be able to speak and write adequately to perform essential functions of the position
- ◆ Must have adequate environmental tolerance, including ability to tolerate high temperatures and confining workspaces

Mental

- ◆ Ability to understand department rules and regulations, City of Fairway rules and regulations and standard operating procedures and the ability to help formulate same
- ◆ Ability to concentrate, memorize and reason logically
- ◆ Ability to respond to emergencies effectively, to changes effectively, and to directives effectively

Educational and Miscellaneous

- ◆ Must have an equivalent to a Bachelors degree from an accredited college or university with major course work in recreation administration, business administration, or a related field
- ◆ Five to seven years of increasingly responsible experience in parks and recreation program development and implementation, including 3 years of administrative and supervisory responsibility of professional staff, general knowledge of museum or historical site operations preferred
- ◆ Current Certified Parks & Recreation Profession (CPRP) and Aquatic Facility Operator (AFO) designations are strongly desired



Parks & Recreation Department

To: Mayor Jerry Wiley, Fairway City Council
CC:
From: Nathan Nogelmeier, City Administrator
Date: 11/10/2016
Re: Administration Department Job Description Changes

As a part of the staffing transition, I sat down with then City Administrator/City Clerk Kathy Axelson and the administration staff to update each Administration Department job description (JD). With the promotions of Kim and Abbie to their new roles, you can see there were significant changes. The Building Inspectors JD was also updated to reflect current work practices.

Please let me know if you have any questions.

Staff recommends approval of the job description.

NEALE PETERSON PARK AND FAIRWAY POOL
6136 MISSION ROAD
FAIRWAY, KANSAS 66205
913-722-3161 (SUMMER ONLY)
NNOGELMEIER@FAIRWAYKANSAS.ORG

FAIRWAY CITY HALL
4210 SHAWNEE MISSION PARKWAY, STE. 100
FAIRWAY, KS 66205
PHONE: 913-262-0350
FAX: 913-262-4607

WWW.FAIRWAYKANSAS.ORG

**CITY OF FAIRWAY
JOB DESCRIPTION**

REVISED

TITLE: City Clerk

DEPARTMENT: Administration

FSLA STATUS: Exempt

JOB SUMMARY:

The City Clerk assists and reports to the City Administrator. The City Clerk assists in managing the daily operations of the Administrative Department. The position is responsible for receiving, answering, and directing incoming telephone calls and walk in traffic, issuing licenses and permits, data entry, generating reports, and maintaining City records. Additionally, this position serves as Planning and Zoning Coordinator for Planning Commission and Board of Zoning Appeals. The City Clerk performs Human Resource, Finance functions and serves as Administration Supervisor in the absence of the City Administrator. This employee must possess excellent communication, public relations, and organizational skills.

DUTIES:

General Administration

- ◆ Maintains the City's official records, the Codified Ordinance Book, City Seal; filing of documents; scanning and management of records;
- ◆ Files all document for the City;
- ◆ Serves as Notary for the City;
- ◆ Scans packets/minutes and other files as necessary for permanent records;
- ◆ Publishes Council approved Ordinances, public notices, meeting notices, and other documents as required ensures that the City is in compliance with Kansas Open Meeting Act;
- ◆ Responds to Record Requests per Kansas Open Records Act;
- ◆ Ensures that the City is in compliance with Kansas Open Meeting Act;
- ◆ Assists the City Administrator with preparation of City Council meeting and work session agendas, packets, and minutes;
- ◆ Updates and maintains City web site, posts City Council agendas and packets, Planning Commission and Board of Zoning Appeals agendas and minutes, on City web site;
- ◆ Attends City Council meetings, work sessions, Administration and Finance Committee meetings in absence of City Administrator;
- ◆ Maintains the Codified Ordinance Book;
- ◆ Assists with the preparation of the City Newsletter, Constant Contact email and other mailings;
- ◆ Updates Access database from Johnson County AIMS in accordance with cooperate agreement;
- ◆ Maintains current forms for voter registration and assist residents/candidates with filings and registrations;
- ◆ Assists with registrations, memberships and facility rentals in absence of P&R personnel;
- ◆ Performs research and surveys of other Municipalities and special projects as requested;
- ◆ Generates ordinance violation notices;
- ◆ Updates and maintains web site;
- ◆ Miscellaneous duties and special projects as assigned;
- ◆ Maintains cordial relations with the public and sets example in general conduct for staff;
- ◆ Assists Administrative Clerk with maintenance of office equipment;

- Commented [KY1]:** Maintaining Ordinance Book was moved from Asst. CC duties to CC job.
- Commented [KY2]:** Moved and incorporated into first bullet point
- Commented [KY3]:** Moved from Asst. CC duty to CC job
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- Commented [KY4]:** Moved and incorporated into first bullet point
- Commented [KY5]:** Moved and incorporated.
- Commented [KY6]:** KORA requests was moved from Asst. CC duties to CC job
- Commented [KY7]:** Moved to new section CC, PC,
- Commented [KY8]:** Moved to new section CC, PC
- Commented [KY9]:** Moved and incorporated into first bullet
- Commented [KY10]:** A new duty not on job description prior
- Commented [KY11]:** Moved from Asst. CC duties to CC job
- Commented [KY12]:** New duty moved from Admin Clerk
- Commented [KY13]:** Moved from duties performed from Asst. CC, these have increased and expanded as program expanded, was not originally part of either job.
- Commented [KY14]:** Moved to Bldg. Inspector duties
- Commented [KY15]:** Moved and incorporated to posting packets etc.
- Commented [KY16]:** Moved to Asst. City Clerk duties

Human Resources

- ◆ ~~Assists City Administrator with Human Resource functions including:~~
- ◆ Processes bi-weekly payroll, KPERs contribution submissions, KPERs annual-weekly reporting, employee deductions, 457 plan contributions/submissions etc.
- ◆ ~~Assists City Administrator with~~ Responsible for new employee orientation covering enrollment in health benefits, retirement benefits, life insurance, and workers compensation and annual open enrollment.
- ◆ Coordinates and schedules annual open enrollment with health insurance provider and third party administrator including updating spreadsheets/data of employee census, salaries, addresses. Communicates plan availability, costs and changes to employees.
- ◆ Ensures paperwork is current and complete for employees/Maintains employee personnel files.
- ◆ Serves as Designated Agent for KPERs and KP&F retirement system and attends agent workshops.
- ◆ Prepares annual employee compensation brochure.
- ◆ Handles/ Submits worker compensation claims and assists with completion of incident reports in absence of City Administrator/City Clerk
- ◆ Completes KERIT, MPR and various salary and benefit surveys annually

Commented [KY17]: Performs these duties entirely-Asst. CC had taken over much of this function even though it was in the CC JD.

Commented [KY18]: CC will perform this duty entirely

Commented [KY19]: Moved from Asst. CC duties to CC job and expanded as process has become more involved.

Commented [KY20]: Moved from Asst. CC duties to CC job. Did not due this prior to 2010.

Commented [KY21]: Moved from City Admin duties to CC job

Commented [KY22]: Moved from Asst. CC duties to CC job

Finance

- ◆ Performs accounting functions in absence of City Administrator/City Clerk.
- ◆ Prepares weekly payables, receiveables, deposits from the State and miscellaneous paperwork for third party accountant bank deposits for licenses/permits, and other fees collected.
- ◆ Assists auditors with annual audit including preparing audit letters, updates spreadsheet of employee vacation/comp accruals, balances and sick leave usage updates etc.
- ◆ Prepares accounting journal entries as needed.
- ◆ Balances-Reviews bank deposits of fees, monies collected and petty cash receipts/reports.
- ◆ Completes and maintains City inventory files/compensation surveys for MPR in compliance with GASB 34.
- ◆ Maintains, reviews and certifies the City's special assessments to the County
- ◆ Prepares weekly packet of payables, receivables, deposits and miscellaneous paperwork for processor.

Commented [KY23]: Moved from Asst. CC duties to CC job

Commented [KY24]: Moved to Asst. CC duties

Commented [KY25]: Moved from Asst. CC duties to CC job

Commented [KY26]: Moved to HR section.

Commented [KY27]: Moved up to second bullet point in this section.

City Council, Planning Commission and Board of Zoning Appeals Meetings

- ◆ Compiles and prepares packets of City Council, Planning Commission and Board of Zoning Appeals meetings, posts agendas, minutes and audio to City website.
- ◆ Coordinates Planning and Zoning meetings, updates meeting calendar, serves as PC/BZA secretary, attend PC and BZA meetings and prepares minutes.
- ◆ Attends City Council meetings in absence of City Administrator

Commented [KY28]: Moved from Asst. CC duties to CC job

Commented [KY29]: Moved from Admin and Asst. CC duties to CC job

Licenses and Permit Operations

Building Permits/Board of Zoning Appeals/Planning Commission

- ◆ Issues/occupational licenses, renewals, collects fees.
- ◆ Issues Cereal Malt Beverage and Drinking Establishment licenses, collect fees; maintain files and coordinate inspections performed by Fire Department and Health Department; submit reports to State etc.
- ◆ Oversee various licensing and permitting operations and follow up on delinquencies.

Commented [KY30]: Moved from Asst. CC duties to CC job

Commented [KY31]: Moved from Asst. CC duties to CC job

City Administrator/City Clerk
Job Description

- ◆ Issues Building Permits and calculates/collects fees as needed.
- ◆ Assists Building Permit applicants with City Ordinance requirements as needed.
- ◆ ~~Coordinates and schedules BZA and Planning Commission meetings and assists applicants with City Ordinance requirements.~~
- ◆ ~~Serves as Planning Commission and Board of Zoning Appeals secretary, prepares packets and attends meetings.~~
- ◆ ~~Backs up Administrative Clerk with registration of dogs and collects fees.~~
- ◆ ~~Dog Licensing~~
- ◆ ~~Backs up Administrative Clerk with registration of dogs and collects fees.~~

Commented [KY32]: Moved to CC, PC and BZA section, assist app moved to Bdlg Inspector job

Commented [KY33]: Moved to CC, PC, BZA section

Commented [KY34]: Moved from Asst. CC duties to CC job

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Clerical and Correspondence

- ◆ Receives, answers, and directs telephone and walk in traffic as needed.
- ◆ Performs general word processing and correspondence.
- ◆ ~~Assists with voter registration.~~
- ◆ ~~Serves as a Notary for the City.~~

Commented [KY35]: Moved to General Admin duties and expanded responsibilities

Commented [KY36]: Moved to General Admin duties

REQUIREMENTS

Skills and Abilities

- ◆ Ability to comprehend verbally, express ideas verbally, comprehend written material, express ideas in writing and comprehend arithmetically.
- ◆ Ability to work independently, as part of a team and with the public.
- ◆ Ability to prioritize work and meet deadlines.
- ◆ Aptitude for office equipment and for office procedure, including word processing.
- ◆ Ability to protect confidential information.

Physical

- ◆ Must have arm/hand steadiness, hand/eye coordination, finger dexterity and manual dexterity adequate to perform the essential functions of the position.
- ◆ Must have visual acuity, visual stamina and auditory perception adequate to perform the essential functions of the position.
- ◆ Must be able to speak and write adequately to perform the essential functions of the position.

Mental

- ◆ Ability to understand department rules and regulations, City of Fairway rules and regulations, and standard operating procedures and ability to follow same.
- ◆ Ability to concentrate and reason logically. Must have sound judgment.
- ◆ Ability to respond to changes effectively and to directives effectively.

Education and Experience

- ◆ ~~Must have a basic education, with a high school diploma or equivalent education.~~
- ◆ ~~Four year Bachelor's~~ degree in Public Administration, Business or related field preferred.
- ◆ Must have two (2) years clerical and computer experience.
- ◆ Must have ability to become a Notary Public.

Approved by Administration Committee ??
Approve by the City Council ??

CITY OF FAIRWAY JOB DESCRIPTION

REVISED

TITLE: City Clerk

DEPARTMENT: Administration

FSLA STATUS: Exempt

JOB SUMMARY:

The City Clerk assists and reports to the City Administrator. The City Clerk assists in managing the daily operations of the Administrative Department. The position is responsible for receiving, answering, and directing incoming telephone calls and walk in traffic, issuing licenses and permits, data entry, generating reports, and maintaining City records. Additionally, this position serves as Planning and Zoning Coordinator for Planning Commission and Board of Zoning Appeals. The City Clerk performs Human Resource, Finance functions and serves as Administration Supervisor in the absence of the City Administrator. This employee must possess excellent communication, public relations, and organizational skills.

DUTIES:

General Administration

- ◆ Maintains the City's official records, the Codified Ordinance Book, City Seal; filing of documents; scanning and management of records
- ◆ Serves as Notary for the City
- ◆ Publishes Council approved Ordinances, public notices, meeting notices and other documents as required ensures that the City is in compliance with Kansas Open Meeting Act.
- ◆ Responds to Record Requests per Kansas Open Records Act
- ◆ Assists the City Administrator with preparation of City Council meeting and work session agendas, packets, and minutes.
- ◆ Updates and maintains City web site, posts City Council agendas and packets, Planning Commission and Board of Zoning Appeals agendas and minutes.
- ◆ Attends City Council meetings, work sessions, Administration and Finance Committee meetings in absence of City Administrator.
- ◆ Assists with the preparation of the City Newsletter, Constant Contact email and other mailings.
- ◆ Updates Access database from Johnson County AIMS in accordance with cooperate agreement.
- ◆ Maintains current forms for voter registration and assist residents/candidates with filings and registrations
- ◆ Assists with registrations, memberships and facility rentals in absence of P&R personnel
- ◆ Performs research and surveys of other Municipalities and special projects as requested.
- ◆ Miscellaneous duties and special projects as assigned.
- ◆ Maintains cordial relations with the public and sets example in general conduct for staff.

Human Resources

- ◆ Processes bi-weekly payroll, KPERs contribution submissions, KPERs weekly reporting, employee deductions, 457 plan contributions etc.
- ◆ Responsible for new employee orientation, enrollment in health benefits, retirement benefits, life insurance, and workers compensation.
- ◆ Coordinates and schedules annual open enrollment with health insurance provider and third party administrator including updating spreadsheets/data of employee census, salaries, and addresses. Communicates plan availability, costs and changes to employees.

- ◆ Maintains employee personnel files.
- ◆ Serves as Designated Agent for KPERS and KP&F retirement system and attends agent workshops.
- ◆ Prepares annual employee compensation brochure.
- ◆ Submits worker compensation claims and assists with completion of incident reports
- ◆ Completes KERIT, MPR and various salary and benefit surveys annually

Finance

- ◆ Performs accounting functions in absence of City Administrator.
- ◆ Prepares weekly payables, receivables, deposits from the State and miscellaneous paperwork for third party accountant
- ◆ Assists auditors with annual audit including preparing audit letters, updates spreadsheet of employee vacation/comp accruals, balances and sick leave usage etc.
- ◆ Prepares accounting journal entries as needed.
- ◆ Reviews bank deposits of fees, monies collected and petty cash receipts/reports.
- ◆ Completes and maintains City inventory files for MPR in compliance with GASB 34.
- ◆ Maintains, reviews and certifies the City's special assessments to the County

City Council, Planning Commission and Board of Zoning Appeals Meetings

- ◆ Compiles and prepares packets of City Council, Planning Commission and Board of Zoning Appeals meetings, posts agendas, minutes and audio to City website.
- ◆ Coordinates Planning and Zoning meetings, updates meeting calendar, serves as PC/BZA secretary, attend PC and BZA meetings and prepares minutes.
- ◆ Attends City Council meetings in absence of City Administrator

Licenses and Permit Operations

- ◆ Issues occupational licenses, renewals, collects fees.
- ◆ Issues Cereal Malt Beverage and Drinking Establishment licenses, collect fees; maintain files and coordinate inspections performed by Fire Department and Health Department; submit reports to State etc.
- ◆ Oversee various licensing and permitting operations and follow up on delinquencies.
- ◆ Issues Building Permits and calculates/collects fees as needed.
- ◆ Assists Building Permit applicants with City Ordinance requirements as needed.
- ◆ Backs up Administrative Clerk with registration of dogs and collects fees.

Clerical and Correspondence

- ◆ Receives, answers, and directs telephone and walk in traffic as needed.
- ◆ Performs general word processing and correspondence.

REQUIREMENTS

Skills and Abilities

- ◆ Ability to comprehend verbally, express ideas verbally, comprehend written material, express ideas in writing and comprehend arithmetically.
- ◆ Ability to work independently, as part of a team and with the public.
- ◆ Ability to prioritize work and meet deadlines.
- ◆ Aptitude for office equipment and for office procedure, including word processing.
- ◆ Ability to protect confidential information.

Physical

- ◆ Must have arm/hand steadiness, hand/eye coordination, finger dexterity and manual dexterity adequate to perform the essential functions of the position.
- ◆ Must have visual acuity, visual stamina and auditory perception adequate to perform the essential functions of the position.
- ◆ Must be able to speak and write adequately to perform the essential functions of the position.

Mental

- ◆ Ability to understand department rules and regulations, City of Fairway rules and regulations, and standard operating procedures and ability to follow same.
- ◆ Ability to concentrate and reason logically. Must have sound judgment.
- ◆ Ability to respond to changes effectively and to directives effectively.

Education and Experience

- ◆ Bachelor's degree in Public Administration, Business or related field preferred.
- ◆ Must have two (2) years clerical and computer experience.
- ◆ Must have ability to become a Notary Public.

Approve by the City Council November 14, 2016

**CITY OF FAIRWAY
JOB DESCRIPTION**

TITLE: Assistant City Clerk
FLSA STATUS: Non-Exempt

DEPARTMENT: Administration
WORK WEEK: 40 hours

JOB SUMMARY:

NEW SUMMARY

The Assistant City Clerk is responsible for performing clerical functions and assists in managing the daily operations of the Administration Department. This employee must possess excellent communication, public relations, and organizational skills. This position is responsible for receiving, answering, and directing incoming telephone calls and walk in traffic, and issuing licenses and permits, data entry, and maintaining City records. This position is also responsible for interpreting and administering the zoning ordinance, health and safety codes, property maintenance codes and building codes as adopted by the City of Fairway regarding the Rental Unit and Non-owner-occupied Dwelling Registration and Inspections. This position works with the Building Inspector/Codes Administrator. This position serves as the City Clerk in his/her absence. This position reports to the City Administrator.

PREVIOUS SUMMARY

~~The Assistant City Clerk assists in managing the daily operations of the Administrative Department. The position is responsible for receiving, answering, and directing incoming telephone calls and walk in traffic, issuing licenses and permits, data entry, generating reports, and maintaining City records. Additionally, this position serves as Planning and Zoning Coordinator for Planning Commission and Board of Zoning Appeals. The Assistant City Clerk performs Human Resource, Finance functions and serves as Administration Supervisor in the absence of the City Administrator/City Clerk. This employee must possess excellent communication, public relations, and organizational skills. This position reports to the City Administrator/City Clerk.~~

NEW DESCRIPTION – BOLD FONT are duties Abbie has been doing but were not on the Admin Clerk / Rental Inspector job description.

ADMINISTRATIVE DUTIES:

Customer Service

- Answers/directs incoming telephone calls at City Hall and assists with walk in traffic
- Assists with issuing various licenses, permits, memberships, and voter registration
- Assists with Park and Recreation registrations and memberships

- Serves as a Notary for the City

General Administration

- Sorts and distributes mail and takes mail to mailbox daily
- Maintains Copier **and Postage Meter**
- Orders office supplies for City Hall and supplies for licenses, permits, and memberships
- Publishes meeting notices and other documents as required
- **Prepares the City Newsletter and other mailings**
- Performs general word processing and correspondence
- Maintains community information brochures posted at City Hall
- Maintains/manages the online service requests
- Administrates LaserFiche Filing system in conjunction with the records management program
- Assists other staff in searching data files for historical information
- Monitor the news (newspaper and internet) and collect relevant articles
- **Assists and backs up City Clerk Duties as needed**

Financial Operations/Assistance

- Prepares bank deposits for licenses/permits, and other fees collected
- Handles correspondence on returned insufficient fund payments
- **Balances petty cash**
- Verifies accounts payable checks with invoices, mails checks, and files invoices

Administrative Assistance

- **Ensures that the City is in compliance with Kansas Open Meeting Act**
- **Facilitates City Solid Waste and Recycling Program**
- **Coordinates Curbside Leaf Collection Program**
- **Coordinates annual Paper Shredding and Electronic Event with other NEJoCo Cities**
- **Assists as needed with compilation of City Council, Planning Commission, Board of Zoning Appeals, and Administration and Finance Committee packets**

Web Administration

- Updates and maintains website
- Maintains audio files from City Council meetings on website

LICENSE AND PERMIT OPERATIONS:

Building Permits

- Assists Building Permit applicants with City Ordinance requirements
- Issues Building Permits and calculates/collects fees

Dog Licensing

- Register dogs and collect fees
- Maintains licensed dogs file and generates reports
- Handles correspondence on late dog registrations
- Forwards requests for Court Summons to Court Clerk and Animal Control

Rental/Non-owner Occupied Dwelling Registration Licensing

- Issues rental licenses, maintains files and generates reports
- Coordinates rental registration inspections
- Generates inspection violation notices and invoices for rental properties
- Follows up on delinquent licenses

CODE ENFORCEMENT DUTIES:

- Coordinates rental property inspections with Building Inspector/Code Administrator for compliance with applicable City codes and ordinances, and assists on inspections as needed. (**Note:** The Building Inspector is now the lead on all rental inspections and Codes, Asst City Clerk now inspects as needed.)
- Reports non-rental property maintenance violations to Building Inspector/Codes Administrator
- In absence of the Building Inspector/Codes Administrator will notify property owners of violations and maintains code enforcement complaint files
- Appears in municipal court as needed

MISCELLANEOUS:

- Maintains cordial relations with public and sets example in general conduct for entire staff
- Performs special projects as assigned
- Performs other miscellaneous duties as assigned

- Must provide own vehicle and possess current driver's license and automobile liability insurance meeting the State of Kansas requirements
- Selected applicant will be reimbursed for mileage while performing inspections

REQUIREMENTS:

NOTE: Majority remained the same with 3 additions due to possible rental inspections.

Skills and Abilities

- Ability to comprehend verbally, express ideas verbally, comprehend written material, express ideas in writing and comprehend arithmetically
- Ability to work independently, as part of a team and with the public
- Ability to prioritize work and meet deadlines
- Aptitude for office equipment, including a public address system, and for office procedure, including word processing
- Ability to protect confidential information
- *NEW 2016 FOR RENTAL INSP* - Ability to recognize and avoid safety hazards

Physical

- Must have arm/hand steadiness, hand/eye coordination, finger dexterity and manual dexterity adequate to perform the essential functions of the position
- Must have visual acuity, visual stamina and auditory perception adequate to perform the essential functions of the position
- Must be able to speak and write adequately to perform the essential functions of the position
- *NEW 2016 FOR RENTAL INSP* - Must be able to drive safely

Mental

- Ability to understand department rules and regulations, City of Fairway rules and regulations, and standard operating procedures and ability to follow same
- Ability to concentrate and reason logically and possess sound judgment
- Ability to work independently
- Ability to respond to changes effectively and to directives effectively

Education and Experience

- Must have basic education, with a high school diploma or equivalent education
- Four year degree in Public Administration, Business or related field preferred
- Must have two (2) years clerical and computer experience
- Must have ability to become a Notary Public
- *NEW 2016 FOR RENTAL INSP* - One (1) year experience in building trades, inspection, or equivalent training preferred

PREVIOUS ASSISTANT CITY CLERK JOB DESCRIPTION

Notes if it remained on Asst City Clerk , moved to another job description, or the history of the item.

DUTIES:

License and Permit Operations

Building Permits/Board of Zoning Appeals/Planning Commission

- ◆ Issues Building Permits and calculates/collects fees as directed by the Building Inspector. - REMAINED
- ◆ Assists Building Permit applicants with City Ordinance requirements. - REMAINED
- ◆ ~~Issues Certificate of Occupancy and maintains Certificate of Occupancy files.~~ BUILDING INSPECTOR
- ◆ ~~Coordinates and schedules BZA and Planning Commission meetings and assists applicants with City Ordinance requirements.~~ BUILDING INSPECTOR
- ◆ ~~Serves as BZA/PC secretary, attends meetings and prepare minutes for BZA/PC.~~ CITY CLERK

Cereal Malt Beverage Licensing

- ◆ ~~Issues Cereal Malt Beverage licenses and collects fees.~~ CITY CLERK
- ◆ ~~Maintains Cereal Malt Beverage Licensing Files.~~ CITY CLERK
- ◆ ~~Coordinates inspections performed by Fire Department and Health Department.~~ CITY CLERK
- ◆ ~~Submits quarterly report to State of Kansas.~~ CITY CLERK
- ◆ ~~Ensures Licenses are on appropriate City Council agenda for approval.~~ CITY CLERK

Drinking Establishment Licensing

- ◆ ~~Issues Drinking Establishment Licenses and collects fees.~~ CITY CLERK
- ◆ ~~Maintains Drinking Establishment Licensing Files.~~ CITY CLERK

Financial Operations/Assistance

- ◆ ~~Performs accounting functions in absence of City Administrator/City Clerk.~~ City Admin & City Clerk will now cover in absence of one another.
- ◆ ~~Processes payroll.~~ CITY CLERK
- ◆ Balances petty cash monthly. - REMAINED
- ◆ Prepares bank deposits for licenses/permits, and other fees collected. – Abbie has done this since 2009
- ◆ ~~Prepares payroll bank reconciliation for review by City Administrator/City Clerk.~~ CITY CLERK
- ◆ ~~Maintains City inventory files in compliance with GASB 34.~~ CITY CLERK
- ◆ ~~Assists auditors with annual audit.~~ CITY CLERK

Human Resources Assistance

- ◆ ~~Assists City Administrator/City Clerk with Human Resource functions.~~ CITY CLERK
- ◆ ~~Handles worker compensation claims in absence of City Administrator/City Clerk~~ CITY CLERK

Administrative Assistance

- ◆ Performs surveys of other Municipalities and special projects as requested. - REMAINED
- ◆ Generates ordinance violation notices. – if needed REMAINED

- ◆ Updates and maintains web site. – Abbie has done majority since 2009 remains on Asst City Clerk
- ◆ Ensures that the City is in compliance with Kansas Open Meeting Act. - REMAINED
- ◆ Assists with compilation of City Council, Planning Commission, Board of Zoning Appeals, and Administration and Finance Committee packets. REMAINED
- ◆ ~~Updates Access database from Johnson County AIMS in accordance with cooperate agreement.~~ MOVED TO CITY CLERK
- ◆ Maintains Copier, Fax machine, and other office equipment. – Abbie has done this since 2009

Parks and Recreation Assistance

- ◆ Assists with registrations and memberships - REMAINED
- ◆ ~~Assists in coordinating annual Arbor Day Celebration.~~ Since 2009 Abbie has done this and now will be Park & Rec.

Clerical and Correspondence

- ◆ Receives, answers, and directs telephone and walk in traffic as needed. - REMAINED
- ◆ Performs general word processing and correspondence. - REMAINED
- ◆ Assists with voter registration. - REMAINED
- ◆ ~~Maintains and updates Ordinance Books.~~ – MOVED TO CITY CLERK
- ◆ Serves as a Notary for the City. -REMAINED

Miscellaneous

- ◆ Maintains cordial relations with public and sets example in general conduct for entire staff. - REMAINED
- ◆ Orders office supplies for City Hall and supplies for licenses, permits, and memberships. – Abbie has done this since 2009 and is under general administration.
- ◆ Assists with newsletter mailings. – Abbie has done this since 2009 and now prepares the newsletter.
- ◆ Performs special projects as assigned. - REMAINED
- ◆ ~~Performs some Court and Police Department functions in absence of Court Clerks.~~ Not since 2009
- ◆ Performs other miscellaneous duties as requested.- REMAINED

TITLE: Assistant City Clerk
FLSA STATUS: Non-Exempt

DEPARTMENT: Administration
WORK WEEK: 40 hours

JOB SUMMARY:

The Assistant City Clerk is responsible for performing clerical functions and assists in managing the daily operations of the Administration Department. This employee must possess excellent communication, public relations, and organizational skills. This position is responsible for receiving, answering, and directing incoming telephone calls and walk in traffic, and issuing licenses and permits, data entry, and maintaining City records. This position is also responsible for interpreting and administering the zoning ordinance, health and safety codes, property maintenance codes and building codes as adopted by the City of Fairway regarding the Rental Unit and Non-owner-occupied Dwelling Registration and Inspections. This position works with the Building Inspector/Codes Administrator. This position serves as the City Clerk in his/her absence. This position reports to the City Administrator.

ADMINISTRATIVE DUTIES:

Customer Service

- Answers/directs incoming telephone calls at City Hall and assists with walk in traffic
- Assists with issuing various licenses, permits, memberships, and voter registration
- Assists with Park and Recreation registrations and memberships
- Serves as a Notary for the City

General Administration

- Sorts and distributes mail and takes mail to mailbox daily
- Maintains Copier and Postage Meter
- Orders office supplies for City Hall and supplies for licenses, permits, and memberships
- Publishes meeting notices and other documents as required
- Prepares the City Newsletter and other mailings
- Performs general word processing and correspondence
- Maintains community information brochures posted at City Hall
- Maintains/manages the online service requests
- Administrates LaserFiche Filing system in conjunction with the records management program
- Assists other staff in searching data files for historical information
- Monitor the news (newspaper and internet) and collect relevant articles
- Assists and backs up City Clerk Duties as needed

Financial Operations/Assistance

- Prepares bank deposits for licenses/permits, and other fees collected
- Handles correspondence on returned insufficient fund payments
- Balances petty cash
- Verifies accounts payable checks with invoices, mails checks, and files invoices

Administrative Assistance

- Ensures that the City is in compliance with Kansas Open Meeting Act
- Facilitates City Solid Waste and Recycling Program
- Coordinates Curbside Leaf Collection Program
- Coordinates annual Paper Shredding and Electronic Event with other NEJoCo Cities
- Assists as needed with compilation of City Council, Planning Commission, Board of Zoning Appeals, and Administration and Finance Committee packets

Web Administration

- Updates and maintains website
- Maintains audio files from City Council meetings on website

LICENSE AND PERMIT OPERATIONS:

Building Permits

- Assists Building Permit applicants with City Ordinance requirements
- Issues Building Permits and calculates/collects fees

Dog Licensing

- Register dogs and collect fees
- Maintains licensed dogs file and generates reports
- Handles correspondence on late dog registrations
- Forwards requests for Court Summons to Court Clerk and Animal Control

Rental/Non-owner Occupied Dwelling Registration Licensing

- Issues rental licenses, maintains files and generates reports
- Coordinates rental registration inspections
- Generates inspection violation notices and invoices for rental properties
- Follows up on delinquent licenses

CODE ENFORCEMENT DUTIES:

Code Enforcement

- Coordinates rental property inspections with Building Inspector/Code Administrator for compliance with applicable City codes and ordinances, and assists on inspections as needed.
- Reports non-rental property maintenance violations to Building Inspector/Codes Administrator
- In absence of the Building Inspector/Codes Administrator will notify property owners of violations and maintains code enforcement complaint files
- Appears in municipal court as needed

MISCELLANEOUS:

- Maintains cordial relations with public and sets example in general conduct for entire staff
- Performs special projects as assigned
- Performs other miscellaneous duties as assigned
- Must provide own vehicle and possess current driver's license and automobile liability insurance meeting the State of Kansas requirements
- Selected applicant will be reimbursed for mileage while performing inspections

REQUIREMENTS:

Skills and Abilities

- Ability to comprehend verbally, express ideas verbally, comprehend written material, express ideas in writing and comprehend arithmetically
- Ability to work independently, as part of a team and with the public
- Ability to prioritize work and meet deadlines
- Aptitude for office equipment, including a public address system, and for office procedure, including word processing
- Ability to protect confidential information
- Ability to recognize and avoid safety hazards

Physical

- Must have arm/hand steadiness, hand/eye coordination, finger dexterity and manual dexterity adequate to perform the essential functions of the position
- Must have visual acuity, visual stamina and auditory perception adequate to perform the essential functions of the position
- Must be able to speak and write adequately to perform the essential functions of the position
- Must be able to drive safely

Mental

- Ability to understand department rules and regulations, City of Fairway rules and regulations, and standard operating procedures and ability to follow same
- Ability to concentrate and reason logically and possess sound judgment
- Ability to work independently
- Ability to respond to changes effectively and to directives effectively

Education and Experience

- Must have basic education, with a high school diploma or equivalent education
- Four year degree in Public Administration, Business or related field preferred
- Must have two (2) years clerical and computer experience
- Must have ability to become a Notary Public
- One (1) year experience in building trades, inspection, or equivalent training preferred

CITY OF FAIRWAY JOB DESCRIPTION

REVISED

TITLE: Building Inspector/Codes Administrator **DEPARTMENT:** Administration
FLSA STATUS: Non-Exempt **WORK WEEK:** 40 hours

JOB SUMMARY:

The Building Inspector is responsible for interpreting and administering the building codes, the zoning ordinance and health and safety ordinances. This position administrates Planning Commission and Board of Zoning Appeals functions. This position reports to the City Administrator/City Clerk.

DUTIES:

Permit Operations/Plans Review

Building Permits and Inspections

- ◆ Oversees Building Permit process and generates Building Permit activity reports.
- ◆ Issues Building Permits and calculates/collects fees.
- ◆ Coordinates and performs required Building Code Inspections under construction to assure compliance with the various codes and ordinances.
- ◆ Reviews plans within a reasonable time of submissions in accordance with building codes.
- ◆ Oversees special inspectors work when needed.
- ◆ Notifies violators of various building code and health and safety ordinances and follows through as necessary to get violations corrected.
- ◆ Keeps track of valid building permits and notifies building permit holders of expired permits. Ensures project is completed in a timely manner or requires a second permit to be issued.
- ~~◆ Assists Building Permit applicants with City Ordinance and code requirements.~~
- ◆ ~~Generates Building Permit activity reports.~~
- ◆ Writes and presents staff reports (makes recommendations), etc., to the City Council and Administration Committee.
- ◆ Issues Certificate of Occupancy and maintains Certificate of Occupancy files.
- ~~◆ Serves as Public Officer when assigned or appointed.~~
- ◆ Serves as Floodplain Administrator.
- ◆ Presents Floodplain Development Permits to the City Council and issues permits after approval.
- ◆ Attends City Council Meetings as necessary.
- ◆ Performs miscellaneous duties as assigned.

Planning Commission/Board of Zoning Appeals Operation

- ◆ Writes and presents staff reports (makes recommendations), etc., to the Planning Commission and Board of Zoning Appeals.
- ◆ Assists Board of Zoning Appeals (BZA) and Planning Commission (PC) applicants with meeting applications, City Ordinances and code requirements.
- ◆ Compiles BZA and PC packet submittals and provides to City Clerk.
- ◆ ~~Performs plan R~~reviews plans of applications to Planning CommissionPC and Board of ZoningBZA Appeals.
- ~~◆ Coordinates Planning Commission and Board of Zoning Appeals meetings.~~

- ◆ ~~Assists Planning Commission and Board of Zoning Appeals applicants with zoning ordinances and application requirements.~~
- ◆ Attends Planning Commission and Board of Zoning Appeals meetings.

Code Enforcement/Rental Inspection

- ◆ Responds to City code violation complaints and inspects City for code violations.
- ◆ Performs rental inspections annually and in a timely manner.
- ◆ Prepares reports and other evidence of the violations observed.
- ◆ Notifies property owners of violations and maintains code enforcement complaint files.
- ◆ Issues warnings and/or violation letters for code violations.
- ◆ Coordinates with Court and Law Enforcement personnel to issue court summonses.
- ◆ Appears in municipal or district court as needed.

Clerical and Correspondence

- ◆ Answers telephone and assists with walk in traffic.
- ◆ Performs general word processing and correspondence.
- ◆ Maintains Inspection schedule and Plans Review schedule.

Miscellaneous

- ◆ Maintains cordial relations with public and sets example in general conduct for entire staff.
- ◆ Performs special projects as assigned.
- ◆ Performs other miscellaneous duties as requested.

REQUIREMENTS

Skills and Abilities

- ◆ Ability to comprehend verbally, express ideas verbally, comprehend written material, express ideas in writing and comprehend mathematics.
- ◆ Ability to work independently, as part of a team and with the public.
- ◆ Ability to prioritize work and meet deadlines.
- ◆ Aptitude for office equipment, including a public address system, and for office procedure, including word processing.
- ◆ Ability to protect confidential information.
- ◆ Ability to avoid safety hazards.

Physical

- ◆ Must have arm/hand steadiness, hand/eye coordination, finger dexterity and manual dexterity adequate to perform the essential functions of the position.
- ◆ Must have visual acuity, visual stamina and auditory perception adequate to perform the essential functions of the position.
- ◆ Must be able to speak and write adequately to perform the essential functions of the position.
- ◆ Must be able to drive safely and be present at various work sites.

Mental

- ◆ Ability to understand department rules and regulations, City of Fairway rules and regulations, and standard operating procedures and ability to follow same.
- ◆ Ability to concentrate and reason logically. Must have sound judgment.
- ◆ Ability to respond to changes effectively and to directives effectively.

Education and Experience

- ◆ Must have a basic education, with a high school diploma or equivalent education preferred.
- ◆ Must have one (1) year experience in building trades, inspection, or equivalent training.
- ◆ International Code Council (ICC) Certification required.

Approved by Administration Committee August 1, 2007.

Office Hours

11:00-3:00 p.m.

Inspection Blocks

9:00-11:00 a.m. and 3:00-4:30 p.m.

Payroll Mondays – 9:00-11:30 a.m.

12:30-4:00 p.m.

CITY OF FAIRWAY JOB DESCRIPTION

REVISED

TITLE: Building Inspector/Codes Administrator **DEPARTMENT:** Administration
FLSA STATUS: Non-Exempt **WORK WEEK:** 40 hours

JOB SUMMARY:

The Building Inspector is responsible for interpreting and administering the building codes, the zoning ordinance and health and safety ordinances. This position administrates Planning Commission and Board of Zoning Appeals functions. This position reports to the City Administrator/City Clerk.

DUTIES:

Permit Operations/Plans Review

Building Permits and Inspections

- ◆ Oversees Building Permit process and generates Building Permit activity reports.
- ◆ Issues Building Permits and calculates/collects fees.
- ◆ Coordinates and performs required Building Code Inspections under construction to assure compliance with the various codes and ordinances.
- ◆ Reviews plans within a reasonable time of submissions in accordance with building codes.
- ◆ Oversees special inspectors work when needed.
- ◆ Notifies violators of various building code and health and safety ordinances and follows through as necessary to get violations corrected.
- ◆ Keeps track of valid building permits and notifies building permit holders of expired permits. Ensures project is completed in a timely manner or requires a second permit to be issued.
- ◆
- ◆ Writes and presents staff reports (makes recommendations), etc., to the City Council and Administration Committee.
- ◆ Issues Certificate of Occupancy and maintains Certificate of Occupancy files.
- ◆ Serves as Floodplain Administrator.
- ◆ Presents Floodplain Development Permits to the City Council and issues permits after approval.
- ◆ Attends City Council Meetings as necessary.
- ◆ Performs miscellaneous duties as assigned.

Planning Commission/Board of Zoning Appeals Operation

- ◆ Writes and presents staff reports (makes recommendations), etc., to the Planning Commission and Board of Zoning Appeals.
- ◆ Assists Board of Zoning Appeals (BZA) and Planning Commission (PC) applicants with meeting applications, City Ordinances and code requirements.
- ◆ Compiles BZA and PC packet submittals and provides to City Clerk.
- ◆ Reviews plans of applications to PC and BZA Appeals.
- ◆ Attends Planning Commission and Board of Zoning Appeals meetings.

Code Enforcement/Rental Inspection

- ◆ Responds to City code violation complaints and inspects City for code violations.
- ◆ Performs rental inspections annually and in a timely manner.
- ◆ Prepares reports and other evidence of the violations observed.
- ◆ Notifies property owners of violations and maintains code enforcement complaint files.
- ◆ Issues warnings and/or violation letters for code violations.
- ◆ Coordinates with Court and Law Enforcement personnel to issue court summonses.
- ◆ Appears in municipal or district court as needed.

Clerical and Correspondence

- ◆ Answers telephone and assists with walk in traffic.
- ◆ Performs general word processing and correspondence.
- ◆ Maintains Inspection schedule and Plans Review schedule.

Miscellaneous

- ◆ Maintains cordial relations with public and sets example in general conduct for entire staff.
- ◆ Performs special projects as assigned.
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REQUIREMENTS

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- ◆ Must be able to speak and write adequately to perform the essential functions of the position.
- ◆ Must be able to drive safely and be present at various work sites.

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Approved by Administration Committee August 1, 2007.

Office Hours
11:00-3:00 p.m.

Inspection Blocks
9:00-11:00 a.m. and 3:00-4:30 p.m.

Payroll Mondays – 9:00-11:30 a.m.

12:30-4:00 p.m.



Parks & Recreation Department

To: Mayor Jerry Wiley, Fairway City Council
From: Nathan Nogelmeier, City Administrator
Date: 11/9/2016
Re: Agreement for transfer of legal files

With his anticipated retirement from Stinson Leonard Street, LLC at the end of the year, City Attorney Steve Chinn has prepared an agreement for the transfer of all our legal documents from the firm to Mr. Chinn. Mayor Wiley, along with Jim Poplinger, Melanie Hepperly and I, has met with the firm to discuss the possibility of the City continuing its relationship with the firm to take advantage of the firm's resources while retaining Mr. Chinn as City Attorney after his retirement from the firm.

There is no cost associated with the transfer of the files. Staff recommends approval of the file transfer.

NEALE PETERSON PARK AND FAIRWAY POOL
6136 MISSION ROAD
FAIRWAY, KANSAS 66205
913-722-3161 (SUMMER ONLY)
NNOGELMEIER@FAIRWAYKANSAS.ORG

FAIRWAY CITY HALL
4210 SHAWNEE MISSION PARKWAY, STE. 100
FAIRWAY, KS 66205
PHONE: 913-262-0350
FAX: 913-262-4607

WWW.FAIRWAYKANSAS.ORG

FILE TRANSFER AUTHORIZATION

To: SPC Law, Attn: Stephen P. Chinn

The City of Fairway, Kansas hereby authorizes Stinson Leonard Street LLP to release the following files (the "Files") to SPC Law:

All Open Matters

This direction includes electronic copies of all hard copy files as well as those maintained electronically. I understand that Stinson Leonard Street LLP will not be responsible for the costs of making this transfer and that SPC Law will make arrangements for covering those costs. Stephen P. Chinn is hereby authorized to make any decisions concerning this transfer. I understand that the Firm may choose to make copies of the files at its expense.

In connection with this transfer of the Files to SPC Law, the City of Fairway, Kansas and SPCLaw as a material inducement to Stinson Leonard Street LLP to limit its review of and, thus, expedite the transfer of the Files, represent to Stinson Leonard Street LLP to the best of the undersigned's knowledge and belief, and agree as follows:

1. In the event that a physical file or portion thereof is transferred that should not have been, the undersigned agrees to promptly notify the Stinson Leonard Street LLP and as soon as reasonably possible to use the undersigned's reasonable best efforts to cause the return of the same to the Stinson Leonard Street LLP, without making copies.
2. In the case of emails and other electronic documents that are transferred that should not have been, the undersigned agrees to promptly notify Stinson Leonard Street LLP and as soon as reasonably possible to delete those electronic documents without making or forwarding copies thereof.
3. The physical and electronic documents that should not be transferred (if any) include, but are not limited to: documents relating to clients or matters with respect to which no proper transfer authorization has been provided, Stinson Leonard Street LLP's financial or accounting records, personnel records, and any other Stinson Leonard Street LLP administrative or internal records; other documents intended for internal Stinson Leonard Street LLP use; documents that Stinson Leonard Street LLP is prohibited, by court order or agreement with a third party, from transferring; or documents, communications or notes which could reasonably be expected to be detrimental to Stinson Leonard Street LLP if disclosed to SPC Law or other third parties.

4. The undersigned agree to maintain the confidentiality of the Files and any other client information or Stinson Leonard Street LLP information to the full extent required by the applicable Rules of Professional Conduct.

Signature of Client

Signature of Attorney

Date: _____



DATE: NOVEMBER 9, 2016
TO: MAYOR WILEY AND FAIRWAY CITY COUNCIL
FROM: NATHAN NOGELMEIER, CITY ADMINISTRATOR
RE: APPROVE AGREEMENT WITH AT&T FOR PHONE AND INTERNET SERVICE FOR CITY HALL ND THE POLICE STATION

Background:

The previous 3-year agreement expired this summer and representatives from Johnson County DTI (our IT support provider) and AT&T recently met with us to discuss renewal. There will be no cost increase for another three-year period and there will be no fees involved if a move of City Hall is required.

Outside of a contract, the services we receive at about \$650 per month are billable at roughly \$2000 per month.

Recommendation:

Because of the time frame, this contract did not go before the Administration Committee, however it was reviewed by the City Attorney. Staff recommends approval.

Attachment:

Agreement



ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms for OPT-E-MAN® SERVICE

Please sign by 11/30, 2016

AT&T MA Reference No. 201306183191UA

MAT

Customer	AT&T
City of Fairway Ks Street Address: 5252 Belinder City: Fairway State/Province: Ks Zip Code: 66205 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Nathan Nogelmeier Title: Director Street Address: 4210 Shawnee Mission Pkwy City: Mission State/Province: KS Zip Code: 66205 Country: USA Telephone: 913 262-0350 Fax: Email: nnogelmeier@fairwaykansas.org Customer Account Number or Master Account Number: 913 143-0174 804 913 143-0163 588	Name: Preston Smith Street Address: 2121 E 63Rd St @ Bldg A City: Kansas City State/Province: Mo Zip Code: 64130 Country: USA Telephone: 816-223-9496 Fax: Email: ps056n@us.att.com Sales/Branch Manager: John Fox SCVP Name: Jeff Maggi Sales Strata: GEM Sales Region: West <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. If Customer is purchasing new Service hereunder, Customer confirms receipt of the AT&T customer building / site preparation document for OPT-E-MAN® Service describing the installation requirements at the Site(s).

On the Pricing Schedule Term Start Date (defined below), this Pricing Schedule will supersede and replace all (if any) existing or prior agreement(s) for the Service provided under this Pricing Schedule.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**ILEC INTRASTATE SERVICE PRICING SCHEDULE Provided Pursuant to Custom Terms
For OPT-E-MAN® SERVICE**

<i>For AT&T internal use only</i>	
Billing Telephone Number(s) for Existing Service, if applicable:	913 143-0147 & 913 143-0163
ROME/eCRM and/or IMS# or ICB PS Number:	1-5BPSFQ3 798838.3

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service
AT&T OPT-E-MAN® Service

Service Provider (Select only one.)	Service Publication (incorporated by reference)	Service Publication Location(s)
<input type="checkbox"/> AT&T California	AT&T California Service Publications, including AT&T California Guidebook Part 6, Section 9 and any applicable tariffs	http://cpr.att.com/guidebook/ca/index.html
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/il/index.html
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/in/index.html
<input checked="" type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/ks/index.html
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/mi/index.html
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/mo/index.html
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/ok/index.html
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/tx/index.html
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 6, Section 9	http://cpr.att.com/guidebook/wg/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
OPT-E-MAN CIR/GoS	50%	Until the end of the Minimum Payment Period for the associated Port Connection
All other Service Components	50%	36 months

**ILEC INTRASTATE SERVICE PRICING SCHEDULE Provided Pursuant to Custom Terms
For OPT-E-MAN® SERVICE**

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than OPT-E-MAN CIR/GoS) in excess of quantities listed Section A-1 of Attachment A (“Adds”) not permitted.

4.2 Moves

Per applicable Service Publication

4.3 OPT-E-MAN® Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T’s equipment or connections at Customer Site(s). In addition, customers may upgrade their Grade of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer’s existing CIR.

4.3.2 Pricing for OPT-E-MAN Service Reconfiguration Increase in CIR or GoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Grade of Service (GoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Grade of Service (GoS) not specified in Attachment A	57 % discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/GoS for the TPP term equal to the Minimum Payment Period for the associated Port Connection, or if no such TPP term exists then the next shorter TPP term
*only increases which do not require physical changes to AT&T’s equipment or connections at Customer Site(s)	

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Evolution of Service

OPT-E-MAN® Service (“Affected Services”) are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T’s network modernization initiatives. As the footprint and availability of new or more advanced versions of such services (“Eligible Replacement Services”) expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.

6.2 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

**ILEC INTRASTATE SERVICE PRICING SCHEDULE Provided Pursuant to Custom Terms
For OPT-E-MAN® SERVICE**

**ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
City of Fairway Ks**

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Basic Connection 10/100 Mbps / P9FEX	0	2	\$275.17	\$0.00
CIR - 10 Mbps (Silver) / R6EBC	0	2	\$359.83	\$0.00
CIR - 20 Mbps (Silver) / R6EDC	Growth		\$462.00	\$0.00
CIR - 50 Mbps (Silver) / R6EHC	Growth		\$514.50	\$0.00
CIR - 100 Mbps (Silver) / R6ELC	Growth		\$ 588.00	\$0.00

For additional Service Components, attach additional Attachment A page(s) separately.

Check box if additional Attachment A – Additional page(s) is/are attached.

A-2 Minimum Quantity Commitment – For Quantity New Services if listed above

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each “Quantity New” Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 Initial New and Existing Sites and Site Configuration

(One row per Port Connection)

Street Address and City	Circuit ID for Existing Service	Port Connection		CIR Speed		Grade of Service		Number of Repeaters, if applicable
		Type	New or Existing	CIR Speed	New or Existing	Grade of Service	New or Existing	
4210 Shawnee Mission Pkwy, Mission	71.L3XN.500006..SW	Basic Service 10/100 Base T	Existing	10 Mbps	Existing	Silver	Existing	
5252 Belinder, Fairway	71.L2XN.500358..SW	Basic Service 10/100 Base T	Existing	10 Mbps	Existing	Silver	Existing	
		(Select)	[Select]	[Select]	[Select]	[Select]	[Select]	
		(Select)	[Select]	[Select]	[Select]	[Select]	[Select]	

For additional Port Connections, attach additional Attachment A page(s) separately.

Check box if additional Attachment A – Additional page(s) is/are attached.



Parks & Recreation Department

To: Mayor Jerry Wiley, Fairway City Council

CC:

From: Nathan Nogelmeier, City Administrator

Date: 11/9/2016

Re: 3rd Party Use Agreement

The Kansas Historical Society has reviewed the 3rd Party Use Agreement and the related Rental Application that was proposed to them in September. After adding a few additional items that give clarity to certain sections, the KHS has agreed to the documents.

The only change was in the liability paragraph where a sentence was added and is depicted below in red.

1. Liability.

- a. Fairway shall not assume any additional liability as a result of third party use at the SIMSHS. **Any liability associated with third party use of the site will be assigned and assumed to the individual third parties using the site as indicated on the rental application.** Based on the nature of any third party use, Fairway may, at its discretion, require the user to provide proof of insurance and/or list Fairway and KSHS as both Certificate Holders and Additional Insureds.

A final version and the rental application are attached for your reference. These documents have been reviewed by a Stinson attorney and staff recommends approval.

NEALE PETERSON PARK AND FAIRWAY POOL
6136 MISSION ROAD
FAIRWAY, KANSAS 66205
913-722-3161 (SUMMER ONLY)
NNOGELMEIER@FAIRWAYKANSAS.ORG

FAIRWAY CITY HALL
4210 SHAWNEE MISSION PARKWAY, STE. 100
FAIRWAY, KS 66205
PHONE: 913-262-0350
FAX: 913-262-4607

WWW.FAIRWAYKANSAS.ORG

Third Party Use Agreement

This Agreement between the City of Fairway (Fairway) and the Kansas State Historical Society (KSHS) shall outline third party use procedures regarding the Shawnee Indian Mission State Historic Site (SIMSHS) located at 3404 W. 53rd Street in Fairway, Kansas. This agreement shall be appended to the existing management agreement between Fairway and KSHS for the SIMSHS.

Nothing contained in this document shall be construed to replace or modify any portion of the Memorandum of Agreement between the Fairway and KSHS.

1. Areas available for third party use.

- a. North Building Conference Room
- b. East Building Chapel – The main area on the first floor
- c. Grounds

Additional areas for third party use may be added as they become available.

2. Third Party Use Administration.

Fairway will administer all third party activities, including agreements, fees, and scheduling:

- a. Fairway will create a standard third party use application, incorporating pieces of existing applications from both Fairway and KSHS.
- b. Fairway will use its then existing scheduling and point of sale software for processing third party use applications
- c. Fairway will set 3rd party usage rates. All revenue generated from third party use will be collected by Fairway and deposited into Fairway's Shawnee Indian Mission Fund to offset operating expenses.

3. Third Party Use Events

- a. Most indoor third party events must take place outside of normal museum operating hours. Outdoor third party events may take place during or outside of normal operating hours provided that such events do not unreasonably impede normal operations or access for museum visitors.
- b. During all third party use events, Fairway will arrange for a staff member or verified volunteer to be present and act as a site liaison for the entirety of the event.
- c. Fairway may, at its discretion, require third party users to provide security services based on the nature of the event.

4. Routine Permissible Third Party Uses.

- a. Events (such as, but not limited to, receptions, family reunions, weddings, corporate meeting/events) a reasonable person would conclude presents a minimal risk of damage to the buildings, grounds, exhibits and artifacts shall be permissible at the discretion of Fairway.

- b. Meetings of the Shawnee Indian Mission Foundation, a Kansas not-for-profit corporation (SIMF) dedicated to the advancement and support of SIMSHS and events sponsored and approved by SIMF for the purposes of SIMF shall be permissible at the discretion of Fairway.

5. Liability.

- a. Fairway shall not assume any additional liability as a result of third party use at the SIMSHS. Any liability associated with third party use of the site will be assigned and assumed to the individual third parties using the site as indicated on the rental application. Based on the nature of any third party use, Fairway may, at its discretion, require the user to provide proof of insurance and/or list Fairway and KSHS as both Certificate Holders and Additional Insureds.