

AGENDA

CITY COUNCIL MEETING

CITY OF FAIRWAY, KANSAS

City Council Chamber

4210 Shawnee Mission Parkway, Suite 100

Fairway, KS 66205

Monday, October 10, 2016

7:30 p.m.

1. Call to Order and Announcements
2. Pledge of Allegiance
3. Introduction: New Public Works Employee – Rick Allen
4. Comprehensive Plan Update – Report of the Comprehensive Plan Advisory Committee and Gould Evans, Consultants
5. Monthly Reports of Standing Committees
 - A. Consolidated Fire District 2
 - B. Administration
 - C. Police
 - D. Public Works
 - E. Parks and Recreation
 - F. Finance
6. Monthly Reports of Special Committees
 - A. Animal Control
 - B. Tree Board
 - C. Flood Plain
7. Public Comment on Agenda Items listed below (*Please limit remarks to four minutes per person*).
8. Consent Agenda
These items are determined to be routine enough to be acted on in a single motion; however this does not preclude discussion. If a 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 – September 2016 – Ordinance #1631
- C. Approve cooperative agreement for funding operations of 2016 Operation Green Light Traffic Control System
- D. Shawnee Indian Mission Legacy Fund Agreement

9. New Business

- A. Consider Ordinance #1632 authorizing and providing for the issuance of General Obligation Refunding Bonds, Series 2016-A
- B. 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
- C. Consider Planning Commission’s recommendation regarding a Special Use Permit #2016-1 for Southern Star Gas, 6006 Mission Rd., and approve Ordinance #1633
- D. 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
- E. Consider building permit extension for 5731 Windsor – Joey and Shana Grant, property owners; Gahagan-Eddy Building Co., contractor
- F. Consider Ordinance #1634, annual Standard Traffic Ordinance
- G. Consider Ordinance #1635, annual Uniform Public Offense Code
- H. Consider Ordinance #1636, an ordinance amending and repealing Section 15-852 entitled “Application Procedure”
- I. Consider Resolution #2016-E, updating the Master Fee Schedule for the Parks & Recreation and Administration departments
- J. Approve Mayoral appointment of Nathan Nogelmeier as City Administrator effective November 1, 2016 and authorize Mayor to draft and execute employee agreement
- K. Approve Mayoral appointment of Kim Young as City Clerk effective November 1, 2016

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

11. 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.

ADMINISTRATION REPORT FOR SEPTEMBER 2016

ADMINISTRATION COMMITTEE MEETING

The Administration Committee met on September 2, 2016 and discussed the following items:

- **Charter Ordinance #24 regarding Elections and other related provisions:** Chair Poplinger presented a revised draft of Charter Ordinance #24. The ordinance addresses the State legislative action to move city elections to November. It repeals Charter Ordinances #7, #17 and #21 so as to combine all related provisions, including creation of wards, election of officers, their terms of office, appointment of officers and nomination petitions. Discussion ensued regarding the method for removal of appointed officers. Also discussed was the area of residency for police officers. It was consensus of the Committee to define the area as the nine counties served by the MARC organization, plus Douglas and Franklin counties. The ordinance will be included on the September City Council agenda.
- **Resolution -Master Fee Schedule:** City Administrator Axelson reported that this resolution pertains to the amended fee schedule for building permits as discussed during the 2017 Budget process by the Finance Committee. She stated that staff had proposed permit fees that would more adequately cover the time spent on inspections relating to the Tree Protection Ordinance and Soil Erosion control. She reported that Assistant City Clerk Kim Young had spent a great deal of time analyzing the fees and suggested several changes that would simplify the calculations and achieve the desired level of increase. Discussion ensued regarding the \$80.00 plan review fee, the length of time for building permits, and the fee associated with permit extensions. It was the consensus of the Committee to change all new home permits to one year and extensions to an additional six months at the rate of one-half the original permit fee. The effective date will be January 1, 2017 to allow staff time to notify contractors.
- **Discussion regarding Ordinance #1562 relating to City Administrator:** Chair Poplinger reported that Ordinance #1562 was approved by the City Council in late 2013. The ordinance defined the duties of the City Administrator. When the recodification occurred, the ordinance was inadvertently omitted. Chair Poplinger reported that it needs to be redrafted with the new section numbers from the current City code and reapproved by the Council.

KORA REQUESTS

At the request of the Administration Committee, the Administration Department keeps a log of all Kansas Open Records Requests received. There were five record requests in September.

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 did not meet in September. Planning Commission met and reviewed five applications for the following: two addition remodels, two new single family residences and new Tip Up Pole for Southern Star Gas. Assistant City Clerk Kim Young spent approximately 5.75 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 - 614 tags issued through August 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 – 598 tags issued through September via two issues of Focus on Fairway, 2 postcards, final letter, JOCO NEACC visited owners and personal phone calls. One citation has been issued.

2014 – 602 tags issued through September (via newsletter, 1 email, 3 postcards, final letter and JOCO NEACC visit, calls and 2 citations)

2013 – 608 tags issued through Sept. (via newsletter, 2 emails, 3 postcards & calls & 2 citations)

2012 – 585 tags issued through Sept. (via newsletter, 1 email, 3 postcards & calls & 1 citation)

RENTAL AND NON-OWNER OCCUPIED DWELLING REGISTRATIONS

To date, 159 applications have been received, 146 licenses issued, 12 properties pending second inspection and 1 pending third inspection. One property owner has failed to renew and has been sent a third late notice.

BUILDING DEPARTMENT REPORT

Building Official, Bill Sandy's monthly report is attached. No new single family residence permits were pulled in September. Total construction value of all permits pulled in September was \$454,936.47, with a total YTD construction value of \$9,063,623.38. Permit fees collected YTD are \$60,892.72.

UPCOMING MEETINGS:

REGULAR CITY COUNCIL MEETING

Monday, October 10, 2016

7:30 p.m.

BOARD OF ZONING APPEALS

Monday, October 24, 2016

6:00 p.m.

PLANNING COMMISSION MEETING

Monday, October 24, 2016

7:00 p.m.

FINANCE COMMITTEE MEETING

Wednesday, October 26, 2016 – 7:30 a.m.

Building Inspections Monthly Report

For September, 2016

Permit	This Month	Last Month	YTD This Year	YTD Last Year
	0	1	1	0
PERMITS - BUILDING - ADDITION	2	0	9	16
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	2	2	10	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	11	5
PERMITS - BUILDING - DEMOLITION	2	0	11	13
PERMITS - BUILDING - DRIVEWAY	4	0	8	10
PERMITS - BUILDING - ELECTRICAL	2	2	22	20
PERMITS - BUILDING - FENCE	4	3	29	31
PERMITS - BUILDING - FOOTING/FOUNDATION	0	2	9	2
PERMITS - BUILDING - HVAC/MECHANICAL	1	6	35	34
PERMITS - BUILDING - NEW CONSTRUCTION	0	0	7	12
PERMITS - BUILDING - OTHER	6	7	28	18
PERMITS - BUILDING - OTHER - reinspection	0	0	0	0
PERMITS - BUILDING - PERMIT RENEWAL	1	2	14	4
PERMITS - BUILDING - PLAN REVIEW - NON-REFUNDABLE	0	0	1	0
PERMITS - BUILDING - PLUMBING	2	0	6	9
PERMITS - BUILDING - REMODEL OF EXISTING	0	3	16	24
PERMITS - BUILDING - ROOF	3	1	17	39
PERMITS - BUILDING - SIDING	0	0	2	3
PERMITS - BUILDING - SPECIAL USE PERMIT	0	0	0	0
PERMITS - BUILDING - STORAGE SHED	1	0	4	4

Tuesday, October 04, 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
	31	30	247	258
Scheduled Inspections	89	72	688	803
Building Code Complaints	11	18	86	51
Plans Reviewed	0	0	0	0
Construction Valuation	\$454,936.47	\$712,754.00	\$9,063,623.38	\$13,381,058.49
Fees Collected	\$5,695.17	\$5,996.33	\$60,892.72	\$68,090.21

Building Permits by App Mo and Permit#

Between 9/1/2016 and 9/30/2016

Permit #	Project Address	App Date	C/R	Architect	Description of Work	Valuation
September 2016						
		9/1/2016	R			\$0.00
	5345 NORWOOD RD.	9/21/2016	R		DECK ADDITION	\$3,500.00
BP 16-203	5618 MISSION ROAD	9/1/2016	R		2ND STORY SCREEN PORCH	\$3,000.00
BP 16-204	4619 W 62ND TERR	9/1/2016	R		REWIRE KITCHEN	\$1,500.00
BP 16-205	6009 CATALINA	9/1/2016	R		INSTALL FENCE AND DECK ADDITION	\$1,500.00
BP 16-206	5750 SHERIDAN DRIVE	9/2/2016	R		REPLACE FENCE WITH 4-FOOT STEEL FENCE	\$6,000.00
BP 16-207	5300 FAIRWAY	9/2/2016	R		TEAR OFF 2 LAYERS, REDECK, I&W SHIELD, INSTALL TIMBERLINE HD	\$10,489.00
BP 16-209	4619 W 59TH ST	9/7/2016	R		REPLACE FENCE BACK & SIDE IN SAME LOCATION	\$3,750.00
BP 16-210	5807 CHEROKEE DR	9/7/2016	R		4' STEEL FENCE (BREEZEWAY) & EXTEND 6' WOOD ON SIDE	\$2,500.00
BP 16-211	5320 CHADWICK RD.	9/1/2016	R		DECORATIVE LANDSCAPE WALL LESS THAN 1' TALL	\$1,000.00
BP 16-212	5315 PAWNEE LANE	9/8/2016	R		REPLACE WATER HEATER	\$1,300.00
BP 16-213	5925 DELMAR ST.	9/13/2016	R		SHED	\$900.00
BP 16-214	5430 FAIRWAY ROAD	9/13/2016	R		REPLACE DRIVEWAY	\$4,200.00
BP 16-215	4316 BROOKRIDGE DRI	9/14/2016	R		INSTALL FENCE ON REAR PROPERTY LINE AND RETURNS	\$2,550.00
BP 16-216	5518 ABERDEEN	9/14/2016	R		DEMOLISH HOUSE	\$7,000.00
BP 16-217		9/15/2016	R		TEMPORARY CERTIFICATE OF OCCUPANCY	\$0.00
BP 16-218	3720 WYNCOTE LANE	9/7/2016	R		ADDITION/REMODEL	\$264,960.00
BP 16-219	5424 FAIRWAY RD.	9/16/2016	R		DRIVEWAY - POURED PRIOR TO OBTAINING PERMIT	\$80.00
BP 16-220	5616 NORWOOD RD	9/20/2016	R		REPLACE DECK IN SAME LOCATION	\$4,200.00
BP 16-221	5815 FONTANA DR.	9/19/2016	R		EGRESS WINDOW	\$4,140.00
BP 16-222	3701 SHAWNEE MISSIO	9/22/2016	R		70K FURNACE, 3 TON AC	\$5,800.00
BP 16-223	5416 FAIRWAY ROAD	9/26/2016	R		UPGRADE ELECTRICAL SERVICE TO 200 AMP AND UNDERGROUND	\$1,200.00
BP 16-224	5429 ABERDEEN	9/26/2016	R		TEAR OFF EXISTING SHINGLES, REROOF WITH GAF TIMBERLINE, I&W	\$5,750.00
BP 16-225	5400 CANTERBURY	9/26/2016	R		REPLACE EXISITNG DRIVEWAY	\$6,500.00
BP 16-226	4619 W 62ND TER	9/27/2016	R		REPLACE WATER HEATER	\$925.00
BP 16-227	5850 FONTANA DRIVE	9/28/2016	R		REMOVE WOOD SHAKE, INSTALL DECK, COMP SHINGLE, I&W	\$8,500.00
BP 16-228	5623 SUWANEE RD	9/28/2016	R		REPLACE DRIVEWAY SAME SIZE & LOCATION	\$6,300.00
BP 16-229	6131 BUENA VISTA ST.	9/21/2016	R		KITCHEN AND BATH REMODEL	\$11,300.00
BP 16-230	4508 W. 62nd Ter.	9/27/2016	R		LIGHTNING STRIKE RESTORATION	\$29,342.47
BP 16-231	5416 FAIRWAY	9/29/2016	R		DEMO GARAGE	\$400.00

Count: 28

Tuesday, October 04, 2016

Violation Count by Officer

Between 9/1/2016 and 9/30/2016 date of observation.

Address	Date Observed	Property ID	Owner	Ward	Area
Bill Sandy					
Exterior paint not maintained and/or peeling in violation of Section 303.2 of the International Property Maintena					
4210 SHAWNEE MISSI	9/16/2016	GF251209-3010	MREM FAIRWAY PROPERTY LLC	2-B2	B2
Count: 1					
Exterior structure not properly maintained in violation of Section 303.1 of the International Property Maintenanc					
4210 SHAWNEE MISSI	9/16/2016	GF251209-3010	MREM FAIRWAY PROPERTY LLC	2-B2	B2
Count: 1					
Failed to obtain driveway permit in violation of the Code of Fairway, Section 15-5-1.101 A. (required for all repl					
5424 FAIRWAY RD	9/8/2016	GP20000003 0010		1-R	R
5430 FAIRWAY RD	9/8/2016	GP20000003 0011		1-R	R
Count: 2					
Maintaining diseased, or infected wood from trees in violation of the Code of Fairway, Chapter XII, Section 13 5					
5918 BUENA VISTA ST	9/15/2016	GP70500000 0045		4-R	R
Count: 1					
Standing or stagnant water in violation of Section 302.2 of the International Property Maintenance Code, Gradin					
5807 EL MONTE ST	9/20/2016	GP11000003 0006		2-R	R
Count: 1					
Unsafe damage to exterior walls in violation of Section 303.4 of the International Property Maintenance Code, St					
4210 SHAWNEE MISSI	9/22/2016	GF251209-3010	MREM FAIRWAY PROPERTY LLC	2-B2	B2
Count: 1					
Unsafe damage to stairways, decks, porches and balconies. in violation of Section 303.10 of the International Pro					
4210 SHAWNEE MISSI	9/16/2016	GF251209-3010	MREM FAIRWAY PROPERTY LLC	2-B2	B2
Count: 1					
Unsafe or damaged sidewalks or driveway in violation of Section 302.3 of the International Property Maintenanc					
4210 SHAWNEE MISSI	9/16/2016	GF251209-3010	MREM FAIRWAY PROPERTY LLC	2-B2	B2
Count: 1					
Count: 9					

MEMORANDUM

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

OVERVIEW:

TYPE	2015	2016
Arrests	14	8
Citations	108	115

ACTIVITY:

On September 5th a Fairway Police Officer stopped a suspicious vehicle near 62nd & Catalina shortly after midnight. The vehicle was occupied by two subjects with lengthy criminal histories who claimed to be homeless. Both parties stated they were driving around looking for an unsecured Wi-Fi connection so they could log on.

On September 9th a resident in the 4200 block of 62nd Street contacted the Police Department concerning a prior civil action they had filed. The resident wanted to file perjury charges against the other party involved; they were told that was not a Fairway case and we would not file charges. This is an ongoing situation the Police Department continues to monitor.

On September 12th a resident in the 4600 block of 61st Street contacted the Police Department in reference to an identity theft report after discovering their social security number had been compromised and used to open several fraudulent accounts.

On September 17th a business in the Fairway Shops contacted the Police Department in reference to an attempted forgery. The suspect fled the business prior to the officer arriving and the business suffered no loss. The case is still under investigation and a suspect has been identified.

On September 18th the Fairway Police Department was called to a residence in the 4600 block of 62nd Street on a reported disturbance involving family members. The situation was stabilized with no on scene arrest, however a report was forwarded to the DA's Office for review.

On September 19th Fairway Police assisted Westwood PD at the Wal-Mart Grocery Store (4701 Mission Road) on a medical emergency. A subject overdosed in a restroom and was not breathing, unfortunately the subject passed away later at the hospital.

On September 20th a resident in the 5300 block of Norwood contacted the Police Department concerning a missing ring. It is not known if the property was lost or stolen and the matter is being looked into for possible criminal activity.

On September 20th a Fairway Police Officer was near Shawnee Mission Parkway and Mission Road when they observed a vehicle driving in a very reckless manner to include doing a “donut” in the intersection at Mission Road. The officer attempted to stop the car, however the driver refused to yield and fled southbound on Mission Road at a very high rate of speed. The officer discontinued attempts to stop the car and agencies to the south of us were advised of the situation. A short time later Leawood Police observed the car, and although no attempt was made to stop it, the driver sped off again in a very reckless way. The driver of the vehicle crashed the car a few minutes later in Leawood and attempted to flee the scene on foot but was apprehended by arriving Leawood Officers. The subject was charged with numerous crimes to include DUI and the case is being reviewed by the DA’s office to determine if it should be moved to District Court.

On September 22nd a Fairway Police Officer attempted to stop a vehicle near 55th & Shawnee Mission Parkway for a traffic infraction. The driver initially refused to stop and continued at a high rate of speed to Roe Blvd before finally stopping. The driver would not provide any explanation for attempting to elude the officer; citations were issued by Fairway and RPPD.

On September 23rd a resident came to the Fairway Police Department to report a suspicious person who was seen earlier in the day. The subject was observed in the back yard of a residence in the 5800 block of Windsor and when confronted by neighbors, claimed to be writing a bid to fix wood rot on a deck. The homeowner was contacted and it was learned no workers were expected at the home. The subject has not been identified as of yet and no criminal activity other than trespassing has been known to occur.

On September 24th a subject staying at a residence in the 5700 block of Windsor contacted the Police Department after discovering someone had entered their unlocked car during the overnight hours. The passenger compartment of the vehicle was gone through and a camera was stolen among other small items.

The week of September 25th to the 30th saw an unusual number of accidents, both injury and non-injury, throughout Fairway. In reviewing them there was no common denominator other than inattentive drivers.

TRAINING HIGHLIGHTS:

Officer Kassie Westhoff completed a two week advanced accident investigation school hosted by the Shawnee Police Department from September 19th to the 30th. The class was very technical by nature and provided Officer Westhoff with the tools to understand among other things; an accident reconstruction, speed calculations based on skid marks and vehicle damage, and understanding how an event occurred based on injuries to a person.

Officer Josh Leon attended a two day Interview and Interrogation class in Overland Park on September 21st and 22nd.

A Firearms training course was held at the KHP Range on September 28th. Officers worked on patrol rifle skills, clearing malfunctions of a weapon, and pistol and rifle transition.

EVENTS:

A local Municipal Court Managers meeting was sponsored by Vonnie Fisher in the multipurpose room at the Fairway Pool on September 22nd. The group meets regularly to share information on best practices of court operations,

Amber Fey attended the Kansas Association of Court Mangers Conference in Manhattan September 28th to the 30th.

On Saturday morning September 24th Prairie School held their annual 5K Family Run/Walk through Prairie Village and Fairway. Chief Fleming and Captain Thurlo assisted in the event that involved over 100 people.

For the period September 2016

CASES FILED	Sep 2016	YTD 2016	Sep 2015	YTD 2015
DUI		5	1	11
Moving Violations	78	555	79	708
Non Moving Violations	32	312	34	308
Ordinance Violations		8		3
Totals	110	880	114	1,030

COURT REVENUES	Sep 2016	YTD 2016	Sep 2015	YTD 2015
Court Fines Collected	9,164.00	76,216.24	10,175.00	86,323.55
Court Costs Collected	1,966.50	19,332.50	2,479.00	21,182.50
Totals	11,130.50	95,548.74	12,654.00	107,506.05

CASE DISPOSITIONS	Sep 2016	YTD 2016	Sep 2015	YTD 2015
Dismissals	54	391	40	367
Diversion Agreements	3	30	5	36
Guilty Pleas	53	517	64	574
Trials on Plea of Not Guilty		4		
Cases Appealed to Dist Court				
Totals	110	942	109	977

WARRANTS	Sep 2016	YTD 2016	Sep 2015	YTD 2015
Warrants Served	20	130	8	80
Warrants Issued	21	176	29	121
Totals	41	306	37	201



Department of Public Works

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT – September 2016

2017 F550



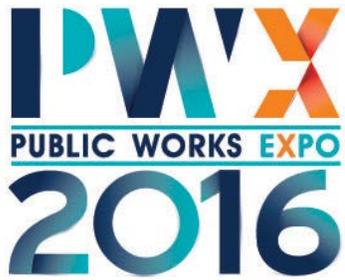
The Public Works Departments new truck has arrived and is at American Equipment getting the plow and bed swapped over from the 2009 vehicle. We are expecting delivery at the end of October.

Storms

Additional storms in September called for another round of limb removal throughout the city. An additional 30 cubic yards of debris was picked up curbside free of charge.



2016 APWA PWX Conference



Director Stogsdill attended APWA's PWX Conference in Minneapolis, MN where he attended several education sessions focusing on Asset Management, Leadership, Disaster Preparedness, Motivational Techniques, Work Order Management, Stormwater and other Public Works topics.

Each day was highlighted with a General Session featuring a guest motivational speaker/ subject matter expert.

- Capt. Scott Kelly- Astronaut, Spent one year in Space
- Jeff Havens- Comedian, Uncrapify Your Life
- Mel Robbins- Motivational Speaker, Five Second Rule
- Chuck Marohn- Founder Strong Towns

2016 MPR Fall Conference

Director Stogsdill and Maintenance Worker Allen attended MPR's Fall Conference in Branson, MO where they attended the PDA (Professional Development Academy) Max Impact session prior to the conference. The PDA focuses on skills we can use in our day to day work.



This year's conference had a "wellness" theme and had several sessions outlining the things that MPR could do for you and your organization. The closing speaker was former Boston PD's Superintendent-in-Chief Daniel Linskey. He was in charge of the Boston Marathon and the investigation of the 2013 bombing.



Parks & Recreation Department

September 2016 Report

Programs/Events

Upcoming Programs

October 7th – Free Concert at the Mission

October 8 & 9 – Fall Festival

October 14th – Daddy/Daughter Dance

October 30th – Fairway’s Trail of Tricks and Treats

Fourteen of sixteen spots in our new Smart Start Soccer program were filled for the first two classes. Participants meet once per week for 6 weeks.

Staff has been contacted by two new potential instructors for wellness classes. One would be a meditation class and another would be a new Yoga class. More information to come soon!

Shawnee Indian Mission

The hiring process for the New Coordinator of Museum Experience & Programs is nearly complete. Staff hopes to extend an offer in the coming days.

The SIMF approved the Endowment Agreement, including a change in the name of the fund to a “Legacy Fund”. Upon approval of the Governing Body, staff will work to set up the fund.

**FINANCE REPORT
FOR SEPTEMBER 2016**

SEPTEMBER 2016 CASH AND CERTIFICATES OF DEPOSIT

The final General Fund Cash balance for September 2016 was \$1,251,958.59

The final General Fund Money Market account balance was \$50,196.02

The final balance for the General Fund Reserve CDs for September 2016 was \$398,022.30

FINANCE COMMITTEE MEETING

The Finance Committee met on Wednesday, September 28, 2016 and discussed the following items:

- **Discussion – Charter Ordinance pertaining to funding mechanisms for CIP(Gina Riekhof, Gilmore & Bell, and Dave Arteberry, Geo K Baum):** Chair Hepperly reported that staff had met with Gina Riekhof and Dave Arteberry regarding funding mechanisms available for municipalities for CIP projects via a charter ordinance exempting them from K.S.A. 14-570 and K.S.A. 14-571. Ms Riekhof reported that a number of neighboring cities have adopted similar charter ordinances which provides more flexibility in funding capital improvements. She stated that the property tax lid imposed upon Kansas cities and counties during the 2015 and 2016 legislatures has prompted entities to explore options for funding needed purchases and improvements. She reported that all charter ordinances must be published two weeks consecutively and that there is a 30-day protest period. Dave Arteberry provided an overview of the financial aspects of using this type of charter ordinance. He reported that lease/purchases such as that utilized for the purchase of the Public Works facility would not be exempted from the property tax lid, but G.O. bond payments are exempted. Mr. Arteberry reported that during the City’s rating call on Monday, the property tax lid was brought up by the rating company and they were pleased that the City had discussed it during the 2017 budget process and taking a proactive approach. Discussion ensued regarding language in the draft charter ordinance regarding types of improvements and property within the city boundaries. Committee Member Watkins reported he would suggest amending to read “including, *but not limited to*” when describing possible improvements and that since we acquired the Public Works facility outside of the city boundaries, the language should include *all city-owned property, within or outside of the city boundaries*. After further discussion, motion by Committee Member Watkins and second by Committee Member Gregory to submit to the Governing Body for approval the proposed charter ordinance with the changes discussed. Passing unanimously.
- **Discussion – Shawnee Indian Mission Endowment:** Chair Hepperly reported that Parks and Recreation Director Nogelmeier had attended the Shawnee Indian Mission Foundation monthly meeting the week prior and that the Endowment Agreement was considered. Director Nogelmeier distributed copies of the agreement with the requested changes made by the Foundation. He reported that the Foundation members felt the term “endowment” had a negative connotation and they requested it be changed to “legacy fund”. In Section 2, they requested that the purposes be designated as (a) and (b) instead of (1) and (2) and that they be reversed in order. They also questioned the authority of the City to make distributions from the “legacy fund” without the Foundation board’s approval. Director Nogelmeier explained to the Foundation that the SIM Fund the City has set up within their budget accounting system cannot be in the red at year’s end as it is a stand-alone fund. He stated that since the SIMF board typically does not meet in December, which is when the City would be determining if adequate funds would be available as the year-end closes out, that would be an example of a time when the City would need to make a distribution from the “legacy fund” without SIMF board approval. He stated that they understood, and voted to approve the document with the noted changes for consideration by the City. After further discussion, motion by Committee

Member Keys to submit the Legacy Fund Agreement with the Shawnee Indian Mission Foundation to include the requested changes, and forward to the Governing Body for approval at the October meeting. Passing unanimously. Director Nogelmeier also provided an update on the hiring process for the Museum Coordinator position. He reported that over 30 applications were received.

- **Review-Cash Flow Summary and Sales Tax Summaries:** City Administrator/City Clerk Axelson reported that the August Cash Flow summary shows revenues trending above 100% and expenditures trending near 97% for YTD. She stated that 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 September's amount of \$148,624.74, with a YTD monthly average of \$143,597.85, which is above budget.

The next regular Finance Committee Meeting is scheduled for October 26, 2016, at 7:30 a.m.

ATTACHMENTS

- September Financials

City of Fairway
Statement of Net Assets
9/30/2016

Assets

Cash			
Cash in General Checking - Pooled			
1010.000	General Fund	\$ 1,251,958.59	
1010.000	Special Highway Fund	87,430.99	
1010.000	Storm Water Utility Fund	160,605.60	
1010.000	Debt Service Fund	106,580.08	
1010.000	Equipment Reserve Fund	10,000.00	
1010.000	Shawnee Indian Mission Fund	46.43	
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>530,719.72</u>	
	Total Cash in General Checking - Pooled		\$ 2,231,745.84
Cash in Other Accounts			
1131.000	General Fund Money Market Account	50,196.02	
1132.000	CD - GF Reserves (FNB 0826)	50,753.68	
1133.000	CD - GF Reserves (FNB 0031)	138,652.85	
1134.000	CD - GF Reserves (FNB 0827)	102,210.71	
1135.000	CD - GF Reserves (FNB 0828)	106,405.06	
1112.000	Court Bond Funds	10,055.00	
1113.000	Police Property & Evidence	1,285.41	
1128,1111	Petty Cash Funds	<u>169.00</u>	
	Total Cash in Other Accounts		<u>459,727.73</u>
	Total Cash		2,691,473.57
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		<u>\$ 4,598,064.20</u>

Liabilities & Net Assets

Current Liabilities			
2005.000	Accounts Payable	\$ 346,166.42	
2030.000	Accounts Payable Payroll	42,466.00	
2040.000	Insurance Settlement	-	
2110..2111	Court Bond Liability	9,901.55	
2115.000	Police Property & Evidence	1,764.41	
2116.000	State Court Costs	4,653.00	
2117.000	State Judge's Training Fee	669.00	
2118.000	State DL Reinstatement	676.12	



City of Fairway
Subsidiary Schedule - Cash Balances
For the Period Ended 9/30/2016

	12/31/2015	2016 Activity		9/30/2016
	Balance	Receipts	Disbursements	Balance
<u>Funds Pooled in General Checking</u>				
1010 General Fund	\$ 479,102.46	\$ 3,755,658.61	\$ 2,982,802.48	\$ 1,251,958.59
1010 Special Highway Fund	10,348.75	77,082.24	-	87,430.99
1010 Storm Water Utility Fund	33,663.30	246,942.30	120,000.00	160,605.60
1010 Debt Service Fund	147,679.30	188,980.78	230,080.00	106,580.08
1010 Equipment Reserve Fund	-	10,000.00	-	10,000.00
1010 Shawnee Indian Mission Fund	-	16,501.00	16,454.57	46.43
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	668,133.74	716,223.60	853,637.62	530,719.72
Total Funds Pooled in General Checking	1,393,777.13	5,050,412.38	4,212,443.67	2,231,745.84
<u>Funds Held in Other Accounts</u>				
1131 General Fund Money Market Account	50,158.46	37.56	-	50,196.02
1132 Certificate of Deposit - GF Reserves	50,284.20	469.48	-	50,753.68
1133 Certificate of Deposit - GF Reserves	138,021.12	631.73	-	138,652.85
1134 Certificate of Deposit - GF Reserves	101,258.32	952.39	-	102,210.71
1135 Certificate of Deposit - GF Reserves	104,941.32	1,463.74	-	106,405.06
1112 Court Bond Cash	11,504.50	9,710.50	11,160.00	10,055.00
1113 Police Property & Evidence	1,285.41	-	-	1,285.41
1111,1128 Petty Cash	169.00	-	-	169.00
Total Cash	<u>\$ 1,851,399.46</u>	<u>\$ 5,063,677.78</u>	<u>\$ 4,223,603.67</u>	<u>\$ 2,691,473.57</u>



City of Fairway
Statement of Activities
Year-to-Date Fund Summary
For the Period Ended 9/30/2016

	General Fund		Storm Water		Equipment	Shawnee Indian	Special Parks &	Fairway Tree	Drug Tax	Capital	Total	
	General	Reserves	Special Highway	Utility	Debt Service	Mission Fund	Recreation	Fund		Improvement	Funds	
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	3,428,052.84		77,082.24	246,942.30	188,980.78			13,298.85			322,634.00	4,276,991.01
County Participation	10,240.00										134,538.75	144,778.75
Other Income	327,113.83	3,517.34	-			14,701.00			25,725.00		59,050.85	430,108.02
Bond Proceeds												
Transfer of Funds	-	-	-	-	-	10,000.00	1,800.00	-	-	-	200,000.00	211,800.00
Total Revenue	3,765,406.67	3,517.34	77,082.24	246,942.30	188,980.78	10,000.00	16,501.00	13,298.85	25,725.00	-	716,223.60	5,063,677.78
Total Revenue & Cash Carryforward	4,294,667.59	398,022.30	87,430.99	280,605.60	336,660.08	10,000.00	16,501.00	53,707.93	38,275.00	1,890.50	1,384,357.34	6,902,118.33
Expenditures												
Administration	924,796.78											924,796.78
Police	692,452.86											692,452.86
Public Works	697,790.31											697,790.31
Court	117,259.04											117,259.04
Parks & Recreation	409,419.05											409,419.05
Projects								7,611.10			907,684.68	915,295.78
Programs							16,454.57			1,857.90		18,312.47
Payments				120,000.00	228,400.00						154,835.25	503,235.25
Miscellaneous					1,680.00							1,680.00
Transfer of Funds	210,000.00											210,000.00
Total Expenditures	3,051,718.04	-	-	120,000.00	230,080.00	-	16,454.57	7,611.10	-	1,857.90	1,062,519.93	4,490,241.54
Change in Fund Balance												
Before Cash Carryforward	\$ 713,688.63	\$ 3,517.34	\$ 77,082.24	\$ 126,942.30	\$ (41,099.22)	\$ 10,000.00	\$ 46.43	\$ 5,687.75	\$ 25,725.00	\$ (1,857.90)	\$ (346,296.33)	\$ 573,436.24
Change in Fund Balance												
After Cash Carryforward	\$ 1,242,949.55	\$ 398,022.30	\$ 87,430.99	\$ 160,605.60	\$ 106,580.08	\$ 10,000.00	\$ 46.43	\$ 46,096.83	\$ 38,275.00	\$ 32.60	\$ 321,837.41	\$ 2,411,876.79



City of Fairway
Statement of Activities
General Operating Fund
For the Period Ended 9/30/2016

		<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>
Revenues							
4000 .100	Cash Carryforward	\$ -	\$ 529,260.92	\$ 529,260.00	\$ 529,260.00	\$ (0.92)	(\$0.00)
4005 .100	Advalorem Tax	49,758.64	1,417,870.28	1,428,357.00	1,428,357.00	10,486.72	0.7%
4010 .100	Back Tax	549.78	14,220.31	11,510.00	11,510.00	(2,710.31)	-23.5%
4020 .100	Local Sales Tax	49,091.84	430,178.70	393,003.00	524,000.00	93,821.30	17.9%
4030 .100	County/State Sales Tax	42,034.20	360,015.13	363,752.00	485,000.00	124,984.87	25.8%
4040 .100	County Special Sales Tax	8,406.86	72,008.13	75,001.00	100,000.00	27,991.87	28.0%
4050 .100	Motor Vehicle Tax	50,816.42	121,899.63	132,912.57	140,912.57	19,012.94	13.5%
4055 .100	Commercial Vehicle Tax	-	1,336.18	-	-	(1,336.18)	N/A
4060 .100	Rec Vehicle Tax	70.33	107.64	900.00	1,109.61	1,001.97	90.3%
4065 .100	Watercraft County Tax	-	108.29	-	-	(108.29)	N/A
4066 .100	Building Permits	5,880.17	62,943.72	60,350.00	75,000.00	12,056.28	16.1%
4068 .100	OCC LIC/CMB LIC	280.24	18,396.00	9,500.00	10,100.00	(8,296.00)	-82.1%
4069 .100	Rental License/Inspection	210.00	5,040.00	12,500.00	12,900.00	7,860.00	60.9%
4070 .100	Franchise Tax - KCP&L	58,313.04	173,108.75	158,500.00	195,000.00	21,891.25	11.2%
4080 .100	Franchise Tax - Gas Service	2,556.72	57,626.00	91,000.00	110,000.00	52,374.00	47.6%
4090 .100	Franchise Tax - AT&T	574.00	24,728.19	25,400.00	35,000.00	10,271.81	29.3%
4100 .100	Franchise Tax - Time Warner	-	28,751.95	30,600.00	40,000.00	11,248.05	28.1%
4110 .100	Franchise Tax - Surewest	1,184.95	13,061.68	15,007.03	20,000.00	6,938.32	34.7%
4115 .100	Franchise Tax - Google	-	-	-	-	-	N/A
4120 .100	Gasoline Tax	-	-	2,550.00	5,000.00	5,000.00	100.0%
4200 .100	Dog Licenses	31.00	4,860.00	4,450.00	4,750.00	(110.00)	-2.3%
4300 .100	Alarm Fees	20.00	230.00	378.00	500.00	270.00	54.0%
4340 .100	City Solid Waste and Recycling	6,904.00	263,562.96	259,764.00	259,764.00	(3,798.96)	-1.5%
4350 .100	Local Alcoholic Liquor	4,256.63	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	1,581.70	66,592.09	47,000.00	47,000.00	(19,592.09)	-41.7%
4570 .100	Parks and Rec. Programming	2,515.00	30,538.75	30,000.00	30,000.00	(538.75)	-1.8%
4580 .100	Parks & Rec - Super Pass	-	5,310.00	8,000.00	8,000.00	2,690.00	33.6%
4590 .100	Pool/Shelter Rental	480.00	11,510.00	10,250.00	11,000.00	(510.00)	-4.6%
4600 .100	Pool Concessions	1,090.59	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	9,044.50	80,147.24	112,500.00	150,000.00	69,852.76	46.6%
4705 .100	Returned Check Fees	-	30.00	-	-	(30.00)	N/A
4710 .100	Court Costs	1,694.61	18,967.11	26,253.00	35,000.00	16,032.89	45.8%
4725 .100	Fingerprinting Services	75.00	1,150.00	1,872.00	2,500.00	1,350.00	54.0%
4730 .100	Right of Way Permits	960.00	10,240.00	3,000.00	3,500.00	(6,740.00)	-192.6%
4740 .100	interest on Investments	89.36	987.96	526.00	700.00	(287.96)	-41.1%
4750 .100	Record Copying	96.50	707.75	526.00	700.00	(7.75)	-1.1%
4755 .100	Trash Bag Tags	-	410.00	80.00	100.00	(310.00)	-310.0%
4760 .100	Miscellaneous	8.00	324,972.12	311,325.00	314,325.00	(10,647.12)	-3.4%
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		298,574.08	4,294,667.59	4,285,350.35	4,725,078.18	430,410.59	9.1%

Expenditures

Administration

5010 .411	Salaries - Administration	30,134.46	203,729.47	200,314.32	260,863.00	57,133.53	21.9%
5030 .411	Employer Payroll Taxes - Admin	2,376.45	16,219.77	15,304.82	19,956.02	3,736.25	18.7%
5090 .411	Retirement - Employer - ADMN	2,729.18	19,210.55	20,496.94	26,686.28	7,475.73	28.0%
5210 .411	Office Rent	-	63,828.00	63,828.00	85,104.00	21,276.00	25.0%
5230 .411	Utilities	776.47	6,863.82	6,149.97	8,200.00	1,336.18	16.3%
5250 .411	Insurance	261.26	101,960.16	111,494.00	114,819.00	12,858.84	11.2%
5260 .411	Health Insurance	-	31,419.66	30,752.28	41,003.00	9,583.34	23.4%
5290 .411	Animal Care	-	32,426.73	32,377.71	32,377.71	(49.02)	-0.2%
5310 .411	Accounting	1,662.00	26,393.00	26,200.00	31,000.00	4,607.00	14.9%



City of Fairway
Statement of Activities
General Operating Fund
For the Period Ended 9/30/2016

		Current Month	Year to Date	Budget to Date	Annual Budget	Unencumbered Balance	% Remaining
5320 .411	Consultant/Engineering	3,732.00	9,317.50	25,000.00	25,000.00	15,682.50	62.7%
5340 .411	Publications	24.40	5,711.38	5,200.00	5,500.00	(211.38)	-3.8%
5350 .411	Legal Fees	4,730.00	46,835.50	88,499.97	118,000.00	71,164.50	60.3%
5360 .411	Printing/Newsletter	2,605.91	4,880.15	6,000.00	6,000.00	1,119.85	18.7%
5370 .411	Equipment Maintenance	2,054.05	18,173.99	19,800.00	25,500.00	7,326.01	28.7%
5380 .411	Training/Membership	698.47	9,864.49	9,665.00	13,665.00	3,800.51	27.8%
5400 .411	Special Assistance	-	-	2,000.00	2,000.00	2,000.00	100.0%
5410 .411	Civil Defense Siren	33.88	332.28	299.97	400.00	67.72	16.9%
5420 .411	Reimbursed Expenditures	265.76	(4,034.22)	375.03	500.00	4,534.22	906.8%
5430 .411	Mayor/Councilmembers	1,500.00	13,500.00	13,500.00	18,000.00	4,500.00	25.0%
5470 .411	City Solid waste and Recycling	21,646.32	194,816.88	194,823.00	259,764.00	64,947.12	25.0%
5700 .411	Office Supplies	99.16	2,139.20	4,058.00	4,758.00	2,618.80	55.0%
5718 .411	Credit Card Fees	64.44	911.91	1,600.00	2,000.00	1,088.09	54.4%
5720 .411	Miscellaneous	-	1,355.11	1,500.03	2,000.00	644.89	32.2%
5730 .411	Postage	-	2,231.45	4,000.00	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	1,800.00	6,770.00	74,250.00	99,000.00	92,230.00	93.2%
Total Administration		77,194.21	924,796.78	1,067,429.04	1,323,536.01	398,739.23	30.1%
Police							
5010 .412	Salaries - PD	66,402.76	404,382.10	452,782.94	588,617.84	184,235.74	31.3%
5015 .412	Part-Time Salaries	-	-	-	-	-	N/A
5020 .412	Overtime - PD	1,053.51	8,035.49	25,575.93	35,000.00	26,964.51	77.0%
5030 .412	Employer Payroll Taxes - PD	4,891.45	29,286.84	34,657.92	45,029.26	15,742.42	35.0%
5090 .412	Retirement-Employer - PD	13,682.11	81,968.96	98,339.80	127,841.66	45,872.70	35.9%
5200 .412	Uniforms	622.51	3,638.42	4,900.00	8,000.00	4,361.58	54.5%
5230 .412	Utilities	2,766.61	12,842.70	17,500.00	23,500.00	10,657.30	45.4%
5240 .412	Crossing Guard	-	-	1,200.00	2,400.00	2,400.00	100.0%
5260 .412	Health Insurance	-	57,623.75	68,573.28	91,031.04	33,407.29	36.7%
5300 .412	Rodent Control	-	930.00	1,100.00	1,100.00	170.00	15.5%
5330 .412	Building Maintenance	1,709.28	7,629.63	13,500.00	18,000.00	10,370.37	57.6%
5360 .412	Printing	179.73	2,392.55	3,080.00	4,180.00	1,787.45	42.8%
5380 .412	Training	265.36	5,287.93	12,125.00	14,125.00	8,837.07	62.6%
5381 .412	Dues/Membership	-	2,721.16	4,669.00	6,469.00	3,747.84	57.9%
5395 .412	Ammunition	-	83.59	5,000.00	7,000.00	6,916.41	98.8%
5455 .412	Computer	1,699.94	12,641.02	38,050.00	40,000.00	27,358.98	68.4%
5475 .412	Equipment Purchase	562.99	2,584.63	7,492.40	10,000.00	7,415.37	74.2%
5480 .412	Radio/Radar	127.00	2,209.00	3,375.00	4,500.00	2,291.00	50.9%
5670 .412	Prisoner Care	-	-	3,250.00	4,500.00	4,500.00	100.0%
5700 .412	Office Supplies	186.99	4,268.77	3,900.00	6,500.00	2,231.23	34.3%
5715 .412	Photography	-	339.98	375.00	500.00	160.02	32.0%
5720 .412	Miscellaneous	25.87	3,479.69	1,600.00	2,200.00	(1,279.69)	-58.2%
5780 .412	Car Expense	3,687.50	12,509.34	41,085.00	54,788.00	42,278.66	77.2%
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		97,863.61	692,452.86	879,768.73	1,132,919.26	440,466.40	38.9%



City of Fairway
Statement of Activities
General Operating Fund
For the Period Ended 9/30/2016

		<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	24,375.51	162,257.00	168,375.20	218,887.72	56,630.72	25.9%
5020 .413	Overtime - Public Works	795.47	3,751.28	6,450.00	10,312.67	6,561.39	63.6%
5030 .413	Employer Payroll Taxes - PW	1,818.64	11,951.04	13,487.60	17,533.83	5,582.79	31.8%
5090 .413	Retirement-Employer - Public Works	2,321.31	15,326.79	17,224.80	22,392.21	7,065.42	31.6%
5200 .413	Uniforms	-	2,338.59	2,000.00	2,000.00	(338.59)	-16.9%
5230 .413	Utilities	1,679.13	15,929.48	22,498.00	30,000.00	14,070.52	46.9%
5260 .413	Health Insurance	-	24,110.08	22,450.00	29,897.19	5,787.11	19.4%
5320 .413	Engineering	-	25,193.44	17,000.00	20,500.00	(4,693.44)	-22.9%
5330 .413	Building Maintenance	413.26	1,914.26	2,700.00	3,500.00	1,585.74	45.3%
5370 .413	Equipment Maintenance	1,488.26	2,527.36	10,500.00	17,500.00	14,972.64	85.6%
5380 .413	Training	2,312.67	6,026.66	6,400.00	6,500.00	473.34	7.3%
5472 .413	Equipment Rental	638.50	1,595.10	500.00	1,000.00	(595.10)	-59.5%
5510 .413	Tree Board	-	399.50	-	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	10,575.00	20,000.00	20,000.00	9,425.00	47.1%
5570 .413	Tree Expense	3,317.00	75,857.61	75,090.28	80,500.00	4,642.39	5.8%
5580 .413	Street Lights	9,334.85	89,950.84	99,900.00	133,500.00	43,549.16	32.6%
5700 .413	Office Expense	-	1,248.81	580.00	1,000.00	(248.81)	-24.9%
5720 .413	Miscellaneous	9.95	185.41	261.00	350.00	164.59	47.0%
5760 .413	Dump Fees	340.39	2,845.31	2,175.00	4,000.00	1,154.69	28.9%
5770 .413	Materials/Supplies	52.44	14,798.46	15,750.00	20,500.00	5,701.54	27.8%
5780 .413	Vehicle Expense	879.19	6,619.51	14,950.00	19,950.00	13,330.49	66.8%
5783 .413	Vehicle/Equip Lease Payments	-	31,052.49	31,052.49	31,052.49	-	0.0%
5800 .413	Street Signs	290.97	1,557.04	2,628.00	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		60,642.54	697,790.31	742,550.37	910,474.11	212,683.80	23.4%
Court							
5010 .414	Salaries - Court	12,942.41	90,156.87	95,109.20	123,642.00	33,485.13	27.1%
5020 .414	Overtime - Court	372.61	2,040.39	3,273.80	4,256.00	2,215.61	52.1%
5030 .414	Employer Payroll Taxes - Court	981.66	6,753.79	7,526.40	9,784.20	3,030.41	31.0%
5090 .414	Retirement-Employer - Court	1,036.92	7,055.87	8,346.20	10,850.00	3,794.13	35.0%
5260 .414	Health Insurance	-	8,667.12	8,468.64	11,291.52	2,624.40	23.2%
5350 .414	Legal Fees	-	680.00	5,480.76	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	-	1,715.00	3,653.80	5,000.00	3,285.00	65.7%
5720 .414	Miscellaneous	-	-	730.76	1,000.00	1,000.00	100.0%
Total Court		15,333.60	117,259.04	133,089.56	173,823.72	56,564.68	32.5%
Parks & Recreation							
5010 .415	Salaries - Parks & Rec	30,881.92	229,755.69	228,800.00	294,000.00	64,244.31	21.9%
5020 .415	Overtime	-	1,286.19	-	-	(1,286.19)	N/A
5030 .415	Employer Payroll Taxes - Parks & Rec	2,315.59	17,371.55	17,660.50	22,500.00	5,128.45	22.8%
5090 .415	Retirement-Employer - Parks & Rec	1,300.76	6,813.01	6,331.37	9,589.00	2,775.99	28.9%
5200 .415	Uniforms	29.99	2,957.44	3,000.00	3,000.00	42.56	1.4%
5230 .415	Utilities	2,418.04	29,870.07	28,400.00	40,000.00	10,129.93	25.3%
5260 .415	Health Insurance	-	12,923.90	14,720.00	23,000.00	10,076.10	43.8%
5380 .415	Training	1,809.78	4,566.57	4,945.00	6,000.00	1,433.43	23.9%
5420 .415	Mileage Reimbursement	200.00	1,801.70	2,800.00	4,000.00	2,198.30	55.0%
5605 .415	Maintenance	2,151.72	15,924.93	16,670.00	22,000.00	6,075.07	27.6%
5610 .415	Operating Supplies	1,268.58	8,676.51	7,300.00	9,000.00	323.49	3.6%
5630 .415	Taxes	2,115.88	4,673.95	1,480.18	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 9/30/2016

	<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>
5718 .415 Credit Card Fees	451.45	6,805.01	-	-	(6,805.01)	N/A
5720 .415 Miscellaneous	79.95	93.95	225.00	300.00	206.05	68.7%
5820 .415 Chemicals	61.76	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	-	1,716.33	4,500.00	4,500.00	2,783.67	61.9%
5860 .415 Swim Team Expenditures	-	3,457.10	4,000.00	4,000.00	542.90	13.6%
5870 .415 Concession Supplies	318.96	23,192.61	28,000.00	28,000.00	4,807.39	17.2%
5900 .415 Capital Outlay	-	-	-	-	-	N/A
5920 .415 Concerts/Programming	(888.77)	20,987.57	23,020.00	30,000.00	9,012.43	30.0%
Total Parks & Recreation	<u>44,515.61</u>	<u>409,419.05</u>	<u>409,852.05</u>	<u>532,889.00</u>	<u>123,469.95</u>	<u>23.2%</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>295,549.57</u>	<u>3,051,718.04</u>	<u>3,432,689.75</u>	<u>4,273,642.10</u>	<u>1,221,924.06</u>	<u>28.6%</u>
Change in Fund Balance	<u>\$ 3,024.51</u>	<u>\$ 1,242,949.55</u>	<u>\$ 852,660.60</u>	<u>\$ 451,436.08</u>	<u>\$ (791,513.47)</u>	



City of Fairway
Statement of Activities
General Fund Reserves - 110
For the Period Ended 9/30/2016

	<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	-	3,517.34	-	-	(3,517.34)
4800.110 Transfer of Funds	-	-	-	-	-
Total Revenues	-	398,022.30	-	-	(398,022.30)
Expenditures					
5950.110 Contingency	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Change in Fund Balance	\$ -	\$ 398,022.30	\$ -	\$ -	\$ (398,022.30)



City of Fairway
Statement of Activities
Special Highway - 520
For the Period Ended 9/30/2016

		<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	-	77,082.24	76,965.00	102,290.00	25,207.76
4740.520	Interest on Investments	-	-	-	-	-
4760.520	Miscellaneous	-	-	-	-	-
	Total Revenues	<u>-</u>	<u>87,430.99</u>	<u>111,017.38</u>	<u>136,342.38</u>	<u>48,911.39</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	-	-	-	-	-
	Total Expenditures	<u>-</u>	<u>-</u>	<u>50,000.00</u>	<u>56,342.38</u>	<u>56,342.38</u>
	Change in Fund Balance	<u>\$ -</u>	<u>\$ 87,430.99</u>	<u>\$ 61,017.38</u>	<u>\$ 80,000.00</u>	<u>\$ (7,430.99)</u>



City of Fairway
Statement of Activities
Storm Water Utility - 540
For the Period Ended 9/30/2016

	<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	\$ -	\$ 33,663.30	\$ 40,264.47	\$ 40,264.47	\$ 6,601.17
4770.540	2,647.55	246,942.30	250,000.00	250,000.00	3,057.70
Total Revenues	2,647.55	280,605.60	290,264.47	290,264.47	9,658.87
Expenditures					
5017.540	-	-	125,000.00	125,000.00	125,000.00
5205.540	-	120,000.00	120,000.00	120,000.00	-
5705.540	-	-	-	45,264.47	45,264.47
5720.540	-	-	-	-	-
5910.540	-	-	-	-	-
Total Expenditures	-	120,000.00	245,000.00	290,264.47	170,264.47
Change in Fund Balance	\$ 2,647.55	\$ 160,605.60	\$ 45,264.47	\$ -	\$ (160,605.60)



City of Fairway
Statement of Activities
Debt Service Fund - 660
For the Period Ended 9/30/2016

	<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	2,579.17	73,491.24	74,051.00	74,051.00	559.76
4010.660	31.02	844.05	-	-	(844.05)
4020.660	12,272.96	107,544.66	94,878.00	126,500.00	18,955.34
4050.660	2,867.31	7,011.14	7,951.00	7,951.00	939.86
4050.660	-	77.43	-	-	(77.43)
4060.660	3.97	6.23	62.00	62.00	55.77
4050.660	-	6.03	-	-	(6.03)
Total Revenues	<u>17,754.43</u>	<u>336,660.08</u>	<u>241,778.36</u>	<u>273,400.36</u>	<u>(63,259.72)</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>\$ 17,754.43</u>	<u>\$ 106,580.08</u>	<u>\$ 8,878.36</u>	<u>\$ -</u>	<u>\$ (106,580.08)</u>



City of Fairway
Statement of Activities
Equipment Reserve Fund - 750
For the Period Ended 9/30/2016

	<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	-	10,000.00	10,000.00	10,000.00	-
Expenditures					
5475.750	-	-	10,000.00	10,000.00	10,000.00
Total Expenditures	-	-	10,000.00	10,000.00	10,000.00
Change in Fund Balance	\$ -	\$ 10,000.00	\$ -	\$ -	\$ (10,000.00)



City of Fairway
Statement of Activities
Shawnee Indian Mission Fund - 760
For the Period Ended 9/30/2016

		<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	354.00	684.00	-	-	(684.00)
4415.760	Facility Rental	-	-	-	-	-
4420.760	SIM Foundation	-	5,000.00	5,000.00	10,000.00	5,000.00
4425.760	Kansas State Historical Soc.	-	9,000.00	9,000.00	18,000.00	9,000.00
4430.760	Donations	-	-	9,999.00	20,000.00	20,000.00
4800.760	Transfer of Funds	1,800.00	1,800.00	10,000.00	15,000.00	13,200.00
	Total Revenues	2,154.00	16,501.00	33,999.00	63,000.00	46,499.00
Expenditures						
5010.760	Salaries	8,100.00	8,100.00	12,501.00	25,000.00	16,900.00
5020.760	Overtime	-	-	-	-	-
5030.760	Social Security-Employer	621.56	621.56	956.25	1,912.50	1,290.94
5090.760	Retirement-Employer	-	-	1,017.00	2,036.00	2,036.00
5200.760	Uniforms	-	-	80.00	80.00	80.00
5230.760	Utilities	1,328.01	4,396.19	5,001.00	10,000.00	5,603.81
5260.760	Health Insurance	-	-	1,500.00	6,000.00	6,000.00
5330.760	Building Maintenance	37.90	1,959.90	3,750.00	7,500.00	5,540.10
5700.760	Office Supplies	204.00	771.92	501.00	1,000.00	228.08
5850.760	Publicity/Memberships	-	605.00	1,401.00	2,800.00	2,195.00
	Total Expenditures	10,291.47	16,454.57	26,707.25	56,328.50	39,873.93
	Change in Fund Balance	\$ (8,137.47)	\$ 46.43	\$ 7,291.75	\$ 6,671.50	\$ 6,625.07



City of Fairway
Statement of Activities
Special Parks & Recreation Fund - 770
For the Period Ended 9/30/2016

		<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	4,256.62	13,298.85	14,298.00	19,064.00	5,765.15
	Total Revenues	4,256.62	53,707.93	31,746.10	36,512.10	(17,195.83)
Expenditures						
5305.770	Park Improvement	-	7,611.10	36,512.10	36,512.10	28,901.00
5705.770	Cash Reserve	-	-	-	-	-
	Total Expenditures	-	7,611.10	36,512.10	36,512.10	28,901.00
	Change in Fund Balance	\$ 4,256.62	\$ 46,096.83	\$ (4,766.00)	\$ -	\$ (46,096.83)



City of Fairway
Statement of Activities
Fairway Tree Fund - 780
For the Period Ended 9/30/2016

	<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	12,450.00	25,725.00	-	-	(25,725.00)
Total Revenues	12,450.00	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	\$ 12,450.00	\$ 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 9/30/2016

		<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>



City of Fairway
Statement of Activities
General Capital Improvement Funds held in General Fund - 900's
For the Period Ended 9/30/2016

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget to Date</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	
General Capital Improvement Funds						
Revenue						
4000.900	Cash carryforward	\$ -	\$ 524,535.64	\$ -	\$ -	\$ (524,535.64)
4020.900	Local Sales Tax	12,272.96	107,544.67	94,875.03	126,500.00	18,955.33
4760.900	Miscellaneous Revenue	-	59,050.85	-	-	(59,050.85)
4780.900	County/State Participation	133,037.25	134,538.75	-	-	(134,538.75)
4800.900	Transfer from Special Hwy	-	-	80,000.00	80,000.00	80,000.00
4810.900	Transfer from General Fund	-	200,000.00	200,000.00	200,000.00	-
	Total Revenue	<u>145,310.21</u>	<u>1,025,669.91</u>	<u>374,875.03</u>	<u>406,500.00</u>	<u>(619,169.91)</u>
Expenses						
5875.900	Capital Projects	272,687.59	805,468.56	528,778.00	528,778.00	(276,690.56)
5891.900	Construction Fees	-	2,002.00	-	-	(2,002.00)
5892.900	Architect/Engineering Fees	864.00	864.00	-	-	(864.00)
	Total Expenses	<u>273,551.59</u>	<u>808,334.56</u>	<u>528,778.00</u>	<u>528,778.00</u>	<u>(279,556.56)</u>
	Change in Fund Balance	<u>\$ (128,241.38)</u>	<u>\$ 217,335.35</u>	<u>\$ (153,902.97)</u>	<u>\$ (122,278.00)</u>	<u>(339,613.35)</u>

Public Works Facility Project

Revenue						
4000.902	Cash carryforward	\$ -	\$ -	\$ -	\$ -	-
4850.902	Bond Proceeds	-	-	-	-	-
	Total Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses						
5891.902	Construction Fees - CIP	-	-	-	-	-
5892.902	Architect/Engineering Fees - CIP	-	-	-	-	-
5893.902	Fiscal, Legal, Miscellaneous - CIP	-	-	-	-	-
	Total Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Change in Fund Balance	<u>\$ -</u>				

2014 Sales Tax Fund

Revenue						
4000.903	Cash Carryforward	\$ -	\$ 143,598.10	\$ -	\$ -	(143,598.10)
4020.903	Local Sales Tax 2014	24,545.92	215,089.33	189,747.00	253,000.00	37,910.67
		<u>24,545.92</u>	<u>358,687.43</u>	<u>189,747.00</u>	<u>253,000.00</u>	<u>(105,687.43)</u>
Expenses						
5782.903	Lease/Purchase Payment PW Facility	-	100,214.12	100,216.00	100,216.00	1.88
5901.903	Parks & Rec Capital Projects	-	-	25,000.00	50,000.00	50,000.00
5941.903	G O Bond 2014A Bond Payment	-	54,551.25	54,550.00	54,550.00	(1.25)
5942.903	G O Bond 2015A Bond Payment	-	99,420.00	99,420.00	99,420.00	-
5950.903	Sales Tax Reserve	-	-	-	63,312.00	63,312.00
	Total	<u>-</u>	<u>254,185.37</u>	<u>279,186.00</u>	<u>367,498.00</u>	<u>113,312.63</u>
	Change in Fund Balance	<u>\$ 24,545.92</u>	<u>\$ 104,502.06</u>	<u>\$ (89,439.00)</u>	<u>\$ (114,498.00)</u>	<u>\$ (219,000.06)</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, September 12, 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; 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: Debbie, Melissa and Dan Funkhouser, 11516 Gillette Street, Overland Park, Kansas; Livia Segole; Morgan Sanders; Jeff Brent, 5620 Neosho Avenue; Kevin Wempe, Gilmore & Bell, 2405 Grand Blvd, Kansas City, Missouri; Jason Hoover and Chase Barnes, George K. Baum, 4801 Main St #500, Kansas City, Missouri; Jim Kernell, 4323 Brookridge; Angela Moschell, 5339 Fairway Road; Phil Hofstra, 4045 Brookridge.

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.

POLICE DEPARTMENT STAFF INTRODUCTIONS AND RECOGNITION

Chief Fleming introduced Ken Cypert, the department's newest officer and welcomed him to the department.

He next introduced officers Mandi Flatt and Kassandra Westhoff. He recognized each of them for their professionalism and leadership and announced that each of them were being promoted to Master Officer. He presented them with pins for their uniform.

Chief Fleming next introduced Officer Troy Martin. He discussed his experience and stated that Officer Martin has been a leader of Northeast Johnson County law

enforcement. Officer Martin leads the fire arms training program, which is one of the most important programs in the department. Chief Fleming announced Officer Troy Martin's promotion to Sergeant and thanked him for his service and leadership.

Chief Fleming introduced Officer Kent Funkhouser and thanked him for his service to the department. He announced Officer Funkhouser's promotion to Sergeant, and invited members of his family from the audience to place the appropriate pins on his uniform.

Chief Fleming introduced Lieutenant JP Thurlo, stating that he has been a leader in Northeast Johnson County law enforcement and thanked him for his service. Lieutenant Thurlo, along with Sergeant Funkhouser, have instituted an active shooter program that has reached to every department in Johnson County. Chief Fleming announced Lieutenant JP Thurlo's promotion to Captain, and presented him with the appropriate pin for his uniform.

Chief Fleming next read a special accommodation for each of the officers in the department, thanking them for recognizing their dedication to the community and fellow officers by cancelling vacations, rescheduling personal obligations and taking time away from their families during the last two years when the department was understaffed. He stated that each member of the department exemplifies the professionalism that makes Fairway's Police Department great and that each would receive a Certificate of Merit.

MAYORAL PROCLAMATION – DIAPER NEED AWARENESS WEEK,
SEPTEMBER 26-OCTOBER 2, 2016

Mayor Wiley read a Proclamation designating September 26 to October 2, 2016 as Diaper Need Awareness Week in the City of Fairway.

REPORTS OF STANDING COMMITTEES

CONSOLIDATED FIRE DISTRICT NO. 2, CHIEF TONY LOPEZ

No report.

ADMINISTRATION COMMITTEE, MR. POPLINGER

Monthly Report

Councilman Poplinger discussed the Administration Committee items on the Agenda, including the Charter Ordinance and the readoption of an Ordinance relating to the City Administrator position. The Ordinance for the City Administrator had been passed in 2013 but unfortunately was lost in the shuffle and has not been codified. The earlier Ordinance is being repealed and a new Ordinance will be adopted to replace it.

City Administrator/City Clerk Axelson announced to the audience her retirement effective November 1, 2016.

BUILDING INSPECTIONS, MR. SANDY

Monthly Report

Building Inspector/Codes Administrator Sandy referred the Council to the report in the packet, subject to questions. He discussed the code violations this month related to trash cans being left out after trash collection.

POLICE COMMITTEE, CHIEF FLEMING

Monthly Report

Chief Fleming indicated he would let his report stand as submitted, subject to questions. He discussed the recent passing of Johnson County Sheriff's Deputy Collins who was killed in a traffic accident over the weekend and asked everyone to keep his family and the Sheriff's Department in their thoughts and prayers.

He discussed the flooding that occurred in August and indicated it was fortunate that the Mission Road Bridge remained open for first responders. He also thanked Assistant Public Works Director Mann for coming in to help with the flooding situation.

PUBLIC WORKS COMMITTEE, MR. STOGSDILL

Monthly Report

Director Stogsdill indicated he would let his report stand as submitted, subject to questions. He reported that the concrete and paving work have been completed on Mission Road; however, some yard restoration work remains.

Councilman Watkins thanked Director Stogsdill and his team for their work during the recent flooding, especially removal of the tree from the street across Mission Road.

PARKS AND RECREATION COMMITTEE, MR. NOGELMEIER

Monthly Report

Director Nogelmeier referred the Council to the report in the packet, subject to questions. He discussed upcoming events and the successful attendance and revenues this season at the pool.

FINANCE COMMITTEE, MS. HEPPELY

Monthly Report

Councilwoman Hepperly discussed the refinancing of the Series 2010-A Bonds under New Business. She stated that the refinancing will take place within the next 30 days and will save the City approximately \$400,000 over the course of the bond term. The Finance Committee continues to work on the endowment and third party agreements for the Shawnee Indian Mission and she expects those to be finalized over the next few days.

City Administrator/City Clerk Axelson added that the budget process is complete and the revenues and expenditures are in line for a good year end.

ANIMAL CONTROL, MR. FAIR

Monthly Report

No report.

TREE BOARD, MR. NOGELMEIER

Director Nogelmeier reported that the Tree Board met and discussed modifications to the Tree Protection Ordinance, which will be before the Council for consideration in October.

FLOOD PLAIN, MR. STALEY

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 five items on the Consent Agenda. The Consent Agenda items include the following: (A) Minutes of Previous Regular City Council Meeting; (B) Minutes of Public Hearings Regarding 2016 and 2017 Budgets; (C) Claims and Appropriations August, 2016 - Ordinance #1628; (D) Letter of Understanding with Benjamin Lawn and Leaf Regarding Annual Leaf Pickup Program; (E) Mayor's Appointment of Phil Hofstra to the Floodplain Committee.

Councilwoman Hepperly moved that the Council approve Items A through E on the Consent Agenda. Councilman Fair seconded the motion and the motion carried unanimously.

NEW BUSINESS

Consider Resolution #2016-C Regarding Refunding of Series 2010-A General Obligation Bonds.

Jason Hoover of George K. Baum discussed the Resolution for refunding of the Series 2010-A General Obligations Bonds. He stated that the plan is to conduct the bond sale on October 5 or 6. Normally bond sales are conducted on the day of the Council meeting but because the market will be closed on October 10, it will occur the week prior. The dates are flexible so they can take advantage of any fluctuations in the bond market.

Responding to Councilwoman Hepperly's question, Mr. Hoover stated that the rating call would occur next week.

Mr. Hoover also introduced Chase Barnes from George K. Baum and Kevin Wempe with Gilmore and Bell, the City's bond counsel.

Mr. Wempe explained that the Resolution authorizes them to go to market and offer the bonds to investors. The Resolution is considered a parameters resolution, which allows them to go to market and chose the most advantageous date to take bids. The Resolution authorizes the Mayor to execute the Bond Purchase Agreement on that date with certain parameters, which include the true interest on the bonds as well as the present value savings.

Councilwoman Hepperly moved that the Council approve Resolution #2016-C regarding refunding of Series 2010-A General Obligation Bonds. Councilwoman Gregory seconded the motion and the motion carried unanimously.

Consider Planning Commission Recommendation for Approval of Final Site Plan and Sign Deviation for Professional Dental Office Located at 4034 Shawnee Mission Parkway/5505 Buena Vista.

Building Inspector/Codes Administrator Sandy highlighted his staff report for the final site plan and sign deviation for the professional dental office located at 4034 Shawnee Mission Parkway/5505 Buena Vista. He explained that the building will be two stories and 28 feet 6 inches tall. He outlined the signage approved by the Planning Commission for the building. The owner has received approval through the flood plain process and has a "No Rise" Certificate. The Board of Zoning Appeals has also approved several variance requests. During the preliminary site plan approval process, the Planning Commission made several suggestions, including that the sidewalk wrap around the building. There were concerns brought out by the City of Roeland Park asking that the sidewalk be continued along Buena Vista to the property line; however, the property owner will not be extending the sidewalk. Chief Fleming and Director Stogsdill stated that the

sidewalk issue could potentially be addressed in the future as part of a CARS project, but that is not in the plans at this time.

On August 29 the Planning Commission approved the final site plan. Building Inspector/Codes Administrator Sandy also recommends approval of the site plan with the following conditions:

1. The applicant must provide stamped inspection reports from the engineer stating that the work occurring in what was otherwise the flood plain area are commensurate to the plans approved by the Kansas Department of Agriculture Water Resources Division.
2. Four (4) complete sets of plans are submitted for plan review and City approval.
3. Building permit must be obtained and fees paid, as required per City code.
4. The project complies with all City ordinances and the 2012 International Building Code.
5. Application and approval is void if a building permit is not obtained within one year from the date of Planning Commission approval.

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

Councilman Levin moved that the Council approve the final site plan and sign deviation for professional dental office located at 4034 Shawnee Mission Parkway/5505 Buena Vista, subject to staff recommendations. Councilwoman Hepperly seconded the motion and the motion carried unanimously.

Consider Ordinance #1629 – An Ordinance of the City of Fairway, Kansas, Repealing and Amending Section 3-4 Entitled Consumption on Public Property and Sections 9-268 Entitled Parks Designated of the Fairway Municipal Code to Include the Shawnee Indian Mission State Historic Site.

Director Nogelmeier stated that in the past the City has taken a hands-off approach with the Shawnee Indian Mission site as far as applying the City's Ordinances to the site because it belonged to the State. Now that the City is managing the property, he felt it was appropriate to bring the Indian Mission under the umbrella of the City's Ordinances making sure that those that apply to the Park will also apply to the Indian Mission.

This Ordinance also sets out the requirements for consumption of alcohol on public property. The current Ordinance was updated prior to the building of the multipurpose room and the proposed new Ordinance will extend the allowance of consumption of alcohol to include the multipurpose room and the Shawnee Indian Mission.

City Attorney Chinn stated that he and Director Nogelmeier worked on the Ordinance to ensure that the language made it clear that the Shawnee Indian

Mission is not a City Park. He explained that in order to be a City Park, the property has to be dedicated by deed and then held in trust for public use. While they do feel it is appropriate that the park regulations apply to the Shawnee Indian Mission, it is not to be considered a City Park.

Responding to Mayor Wiley's questions, Director Nogelmeier stated that the consumption of alcohol is allowed at certain events, depending on the event and who is hosting it. If the City is hosting the event as a private rental, the applicant will have to do through the same application process as is currently required for the pool. If the event falls under the Shawnee Indian Mission Foundation, it will be covered under the Third Party Use Agreement with the State, and as currently structured, the City would approve the scheduling and other components.

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

Councilwoman Hepperly moved that the Council approve Ordinance #1629 – an Ordinance of the City of Fairway, Kansas, repealing and amending Section 3-4 entitled Consumption on Public Property and Sections 9-268 entitled Parks Designated of the Fairway Municipal Code to include the Shawnee Indian Mission State Historic site. Councilman Fair seconded the motion and the motion carried unanimously.

Consider Ordinance #1630 – An Ordinance of the City of Fairway, Kansas, repealing Ordinance #1562 and Adding New Sections 2-93 and 2-94 of Chapter 2 Entitled Administration of Fairway Municipal Code Regarding the Office of City Administrator, the Duties and Appointment in More Than One Position.

Councilman Poplinger stated that this Ordinance was originally passed in November of 2013 but for some reason did not make it into the recodification. At the time of the recodification, all Ordinances were repealed and because this Ordinance was not in the recodification, it needs to be passed again. Except for some changes to the section references in the Ordinance because of the recodification, the proposed Ordinance is identical to what was passed in 2013.

Mayor Wiley asked for a motion.

Councilman Poplinger moved that the Council approve the Ordinance #1630 – an Ordinance of the City of Fairway, Kansas, repealing Ordinance #1562 and adding new Sections 2-93 and 2-94 of Chapter 2 entitled Administration of Fairway Municipal Code Regarding the Office of City Administrator, the Duties and Appointment in More Than One Position. Councilman Watkins seconded the motion and the motion carried unanimously.

Consider Charter Ordinance #24 – An Ordinance Exempting the City of Fairway, Kansas, From the Provisions of K.S.A. 14-103, K.S.A. 14-201, K.S.A. 14-205, K.S.A. 19-2646 and K.S.A. 25-2108a, Relating to the Creation of Wards, Election

of Officers, Terms of Office, Transitions to November Elections, Appointment of Officers, and Nomination Petitions; and, Providing Substitute and Additional Provisions on the Same Subject, and Repealing Charter Ordinance #7, #17 and #21.

City Attorney Chinn stated that Councilman Poplinger prepared the proposed Charter Ordinance which combines all of the City's current election related Charter Ordinances into one. This allows someone to be able to look at one Charter Ordinance rather than looking at several different ones to determine which one applies. Councilman Poplinger prepared the Charter Ordinance and City Attorney Chinn reviewed it and made minor revisions.

City Attorney Chinn explained that under Kansas law, the City is considered a home rule city and thus, can charter out of any ordinances that are not uniformly applied to all cities. He added that because this is a Charter Ordinance, it is required to be passed by a 2/3rd' s majority and will not take effect until 61 days after it is passed to allow for citizens to protest its adoption.

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

Councilman Watkins moved that the Council adopt Charter Ordinance #24 – an Ordinance exempting the City of Fairway, Kansas, from the Provisions of K.S.A. 14-103, K.S.A. 14-201, K.S.A. 14-205, K.S.A. 19-2646 and K.S.A. 25-2108a, relating to the creation of Wards, election of officers, terms of office, transitions to November elections, appointment of officers, and nomination petitions; and, providing substitute and additional provisions on the same subject, and repealing Charter Ordinance #7, #17 and #21. Councilwoman Gregory seconded the motion and the motion carried unanimously.

Consider Appointment of City Administrator/City Clerk Kathy Axelson and One Governing Body Member as Delegates to the Annual Conference of the League of Kansas Municipalities.

City Administrator/City Clerk Axelson stated that the City is allowed two voting delegates at the Annual Conference which is scheduled for October 8 through October 10 in Overland Park. She requested that she be allowed to attend the conference and requested that the Council authorize the appointment of an undetermined Governing Body member to also attend as the second voting delegate. She stated that the voting relates to the Annual Municipal Statement prepared by the League of Municipalities.

Mayor Wiley asked if there was a volunteer from the Council to be appointed as the second voting delegate and Councilwoman Hepperly volunteered.

Mayor Wiley asked for a motion.

Councilman Watkins moved that the Council authorize City Administrator/City Clerk Axelson and Councilwoman Hepperly as delegates to the Annual Conference of the League of Kansas Municipalities. Councilman Fair seconded the motion carried unanimously.

ADDITIONAL PUBLIC COMMENT

Mayor Wiley asked if there was anyone in the audience who would like to make a comment.

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

EXECUTIVE SESSION: ATTORNEY/CLIENT PRIVILEGE/NON-ELECTED PERSONNEL MATTER.

Mayor Wiley asked that the Governing Body adjourn into executive session for 1 hour 15 minutes, until 9:45 P.M. to discuss matters of attorney/client privilege and non-elected personnel matters. He asked that all Councilmembers, City Attorney Chinn, City Administrator/City Clerk Axelson, Director of Public Works Bill Stogsdill, Police Chief Mike Fleming, Parks and Recreation Director Nathan Nogelmeier, Floodplain Committee Members Jim Kernell and Phil Hofstra attend.

Councilman Watkins moved that the Governing Body adjourn into executive session pursuant to the attorney/client privilege and for non-elected personnel matters for a period of 1 hour and 15 minutes, to include all Councilmembers, City Attorney Chinn, City Administrator/City Clerk Axelson, Director Stogsdill, Chief Fleming, Director Nogelmeier, and Floodplain Committee Members Jim Kernell and Phil Hofstra, with the open meeting to resume in the City Council chambers at 9:45 P.M. Floodplain Committee Members Jim Kernell and Phil Hofstra will only attend the attorney/client privilege portion of the meeting, but not the non-elected personnel session. Councilman Poplinger seconded the motion and the motion carried unanimously.

The Governing Body went into executive session at 8:30 P.M.

At 9:25 P.M. Jim Kernell and Phil Hofstra left the Executive Session.

At 9:35 P.M. Director Nogelmeier, Director Stogsdill and Chief Fleming left the Executive Session.

The Governing Body reconvened at 9:45 P.M., with Mayor Wiley reporting that no binding action was taken during Executive Session.

ADJOURNMENT

Councilman Poplinger 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 9:46 P.M.

Mayor Jerry W. Wiley

Attest:

Barb Fox, Recording Secretary

City of Fairway, Kansas
Ordinance #1631-Claims & Appropriations
September 2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
2220.100	Garnishments	Family Support Payment Center	Invoice: 9/1/16 GARNISHMENT	9/1/2016	352.50
2220.100	Garnishments	Kansas Payment Center	Invoice: 9/1/16 GARNISHMENT	9/1/2016	350.00
2220.100	Garnishments	Kansas Payment Center	Invoice: 9/1/16 GARNISHMENT	9/1/2016	609.00
2220.100	Garnishments	Family Support Payment Center	Invoice: 9/15/16 GARNISHMENT	9/14/2016	352.50
2220.100	Garnishments	Kansas Payment Center	Invoice: 9/15/16 GARNISHMENT	9/14/2016	350.00
2220.100	Garnishments	Kansas Payment Center	Invoice: 9/15/16 GARNISHMENT	9/14/2016	609.00
4570.100	Parks & Rec Programming	Erin Billingsley	Invoice: 9/2/16 CAMPOUT REF-EVENT CANCELLED	9/28/2016	20.00
Total General Operating					2,643.00
5230.411	Utilities	AT&T	Invoice: 8041 9/1/16 / SEPT BILLING	9/14/2016	676.47
5320.411	Consultant/Engineering	Gould Evans, PC	Invoice: 21661603 / COMP PLAN UPDATE	9/21/2016	3,732.00
5340.411	Publications	The Legal Record	Invoice: L62839 / PC MTG	9/14/2016	11.61
5340.411	Publications	The Legal Record	Invoice: L62963 / RESOLUTION 2016-B	9/21/2016	12.79
5350.411	Legal Fees	Stinson Leonard Street	Invoice: 40025609 / CITY ATTY MATTERS	9/28/2016	4,350.00
5350.411	Legal Fees	Stinson Leonard Street	Invoice: 40025613 / PC MATTERS	9/28/2016	380.00
5360.411	Printing/Newsletter	PrintTekk	Invoice: 111092 / FOF NEWSLETTER	9/21/2016	2,556.70
5360.411	Printing/Newsletter	First National Bank Omaha	Invoice: 2976 10/14/16 / COPIES-RECORD REQUEST	9/28/2016	49.21
5370.411	Equipment Maintenance	Mr Mat, LLC	Invoice: 528142 / ENTRY MAT SVC	9/14/2016	15.26
5370.411	Equipment Maintenance	Pure Water Delivery	Invoice: 46733 / WATER & COOLER RENTAL	9/14/2016	23.09
5370.411	Equipment Maintenance	LiftOff, LLC	Invoice: 1587 / OFFICE 365 SFTWR & LICENSE	9/21/2016	833.88
5370.411	Equipment Maintenance	Security Equipment Inc	Invoice: 335681 / MONITORING SVCS	9/21/2016	336.00
5370.411	Equipment Maintenance	Mr Mat, LLC	Invoice: 528604 / ENTRY MAT SVC	9/28/2016	15.26
5370.411	Equipment Maintenance	Pure Water Delivery	Invoice: 55955 / WATER & COOLER RENTAL	9/28/2016	22.24
5370.411	Equipment Maintenance	Avenet, LLC	Invoice: 39434 / ANNUAL SVC PKG	9/7/2016	600.00
5370.411	Equipment Maintenance	Konica Minolta Bus Solutions USA Inc	Invoice: 241195187 /	9/7/2016	64.32
5370.411	Equipment Maintenance	Pitney Bowes Global Financial Services	Invoice: 3301336605 / POSTAGE METER RENTAL	9/7/2016	144.00
5380.411	Training/Membership	Abbie Aldridge	Invoice: 9/8-9/10/16 MPR MEAL / REIM	9/14/2016	62.00
5380.411	Training/Membership	Allegiant Networks, LLC	Invoice: 100892 / TRAINING-PHONE SYSTEM	9/14/2016	263.25
5380.411	Training/Membership	League of Kansas Municipalities	Invoice: 162487 / LEAGUE FULL CONF	9/21/2016	123.02
5380.411	Training/Membership	League of Kansas Municipalities	Invoice: 162488 / LEAUGE FULL CONF	9/21/2016	225.00
5380.411	Training/Membership	First National Bank Omaha	Invoice: 2976 10/14/16 ADMIN MTG, SUPPLIES	9/28/2016	25.20
5410.411	Civil Defense Siren	Kansas City Power & Light	Invoice: 4025 9/26/16 / AUG-SEPT BILLING	9/28/2016	33.88
5420.411	Reimbursed Expenditures	Abbie Aldridge	Invoice: 9/8-9/10/16 MILEAGE/MPR CONFERENCE	9/14/2016	265.76
5470.411	City Solid waste and Recycling	WCA Waste Corporation	Invoice: 990000147119 / SEPT SOLID WASTE	9/7/2016	21,646.32
5700.411	Office Supplies	ADOS Office Products	Invoice: WO783691 / CARDSTOCK, NOTEPADS ETC	9/14/2016	99.16

City of Fairway, Kansas
Ordinance #1631-Claims & Appropriations
September 2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
Total Administration					36,566.42
5200.412	Uniforms	Galls, LLC	Invoice: 5991360 / INSIGNIA-CAPT, SGT	9/14/2016	66.96
5200.412	Uniforms	Galls, LLC	Invoice: 5991643 / COLLAR BAR-CORP	9/14/2016	19.54
5200.412	Uniforms	Galls, LLC	Invoice: 5949823 / TACT GLOVE	9/14/2016	29.99
5200.412	Uniforms	Pride Cleaners	Invoice: 246321083116 / UNIFORM CLEANING	9/14/2016	171.98
5200.412	Uniforms	Alamar Uniforms	Invoice: 520839 / BADGE	9/28/2016	199.98
5200.412	Uniforms	Galls, LLC	Invoice: 6058181 / INSIGNIA-CAPT	9/28/2016	10.99
5200.412	Uniforms	Galls, LLC	Invoice: 6631772 / GLOVE, DUTY BELT, TOUR	9/7/2016	123.07
5230.412	Utilities	AT&T	Invoice: 7622 9/19/16 / SEPT-OCT PHONE	9/28/2016	177.55
5230.412	Utilities	Kansas City Power & Light	Invoice: 3126 9/26/16 / AUG-SEPT BILL-5252 BILL	9/28/2016	1,051.48
5230.412	Utilities	Kansas Gas Service	Invoice: 5127 9/13/16 / AUG-SEPT BILLING	9/28/2016	32.01
5230.412	Utilities	AT&T	Invoice: 7622 8/19/16 / AUG-SEPT BILLING	9/7/2016	177.52
5230.412	Utilities	Kansas City Power & Light	Invoice: 3126 8/25/16 / JULY-AUG BILLING	9/7/2016	1,104.29
5230.412	Utilities	Verizon Wireless	Invoice: 9770856781 / JULY-AUG BILLING	9/7/2016	182.35
5230.412	Utilities	Water District No. 1 of Johnson County	Invoice: 1151 8/24/16 / JULY-AUG BILLING	9/7/2016	41.41
5330.412	Building Maintenance	Jayhawk Window Cleaning Co., Inc.	Invoice: 9/9/16 / WINDOW CLEANING	9/14/2016	25.00
5330.412	Building Maintenance	Strasser True Value	Invoice: 220685 / BALL VALVE	9/14/2016	21.83
5330.412	Building Maintenance	Security Equipment Inc	Invoice: 335681 / MONITORING SVCS	9/21/2016	996.00
5330.412	Building Maintenance	Jan Pro Cleaning Systems Midwest	Invoice: 12522 / CLEANING	9/7/2016	465.00
5330.412	Building Maintenance	Lowe's	Invoice: 9235 /FAN, PRIMER, MISC FLOOD CLEANUP	9/7/2016	48.50
5330.412	Building Maintenance	Lowe's	Invoice: 9195 / SUMP PUMP	9/7/2016	152.95
5360.412	Printing	Konica Minolta Bus Solutions USA Inc	Invoice: 9002721272 / COPIER USAGE	9/28/2016	179.73
5380.412	Training	First National Bank Omaha	Invoice: 9/21-9/23/16 MILEAGE /	9/28/2016	40.25
5380.412	Training	League of Kansas Municipalities	Invoice: 162231 / WEBINAR-CONCEAL CARRY	9/7/2016	25.00
5380.412	Training	Verizon Wireless	Invoice: 9770856781 / JULY-AUG BILLING	9/7/2016	200.11
5455.412	Computer	CDW Government	Invoice: FJG8674 / SATA 6 INTEL	9/28/2016	600.00
5455.412	Computer	CDW Government	Invoice: FJJ9963 / NAS DISKLESS	9/28/2016	525.00
5455.412	Computer	REJIS Commission	Invoice: INV0050463 / COURT SYSTEMS	9/28/2016	490.75
5455.412	Computer	REJIS Commission	Invoice: INV0050333 / LEWEB SUBSCRIPTION	9/28/2016	84.19
5475.412	Equipment Purchase	Safe Restraints, Inc.	Invoice: 81524 / RESTRAINT SYSTEM	9/14/2016	525.00
5475.412	Equipment Purchase	Galls, LLC	Invoice: 6066456 / BATTERIES	9/28/2016	37.99
5480.412	Radio/Radar	Commenco, Inc.	Invoice: 823475 / RADIO EQUIP MAINT.	9/28/2016	127.00
5700.412	Office Supplies	Staples Advantage	Invoice: 8040833363 / PAPER, RULER, MISC	9/28/2016	112.00
5700.412	Office Supplies	Staples Advantage	Invoice: 8040615778 / FOLDERS, LTR 2 DIV BAR	9/7/2016	74.99

City of Fairway, Kansas
Ordinance #1631-Claims & Appropriations
September 2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5720.412	Miscellaneous	Balls Food	Invoice: 651325 / DETERGENT	9/14/2016	10.49
5720.412	Miscellaneous	Balls Food	Invoice: 651307 / COFFEE	9/14/2016	15.38
5780.412	Car Expense	Casey's Auto Repair	Invoice: 35661 / OIL CHANGE 2014 FORD	9/14/2016	58.50
5780.412	Car Expense	Casey's Auto Repair	Invoice: 35707 / BACK SENSOR	9/14/2016	337.00
5780.412	Car Expense	Casey's Auto Repair	Invoice: 35660 / OIL CHANGE 2014 FORD	9/14/2016	58.50
5780.412	Car Expense	Casey's Auto Repair	Invoice: 35663 / OIL CHANGE 2014 FORD	9/14/2016	58.50
5780.412	Car Expense	Casey's Auto Repair	Invoice: 35799 / OXYGEN SENSOR	9/28/2016	337.00
5780.412	Car Expense	Everlasting Sign & Art	Invoice: 14734 / EXPLORER PD GRAPHICS	9/28/2016	684.01
5780.412	Car Expense	Wex Bank	Invoice: 46953270 / FUEL	9/28/2016	1,427.41
5780.412	Car Expense	Shawnee Mission Ford, Inc.	Invoice: C96588 / 2014 FORD-DOOR PANEL, TRIM	9/7/2016	726.58
Total Police					11,833.78
5230.413	Utilities	Praxair Distribution Inc.	Invoice: 74241313 / CYLINDER RENTAL	9/14/2016	42.50
5230.413	Utilities	Kansas Gas Service	Invoice: 2273 9/13/16 / AUG-SEPT BILL- 4717 ROE	9/21/2016	44.36
5230.413	Utilities	LiftOff, LLC	Invoice: 1587 / OFFICE 365 SFTWR & LICENSE	9/21/2016	443.76
5230.413	Utilities	Mr Mat, LLC	Invoice: 527932 / ENTRY MAT SVC	9/21/2016	25.17
5230.413	Utilities	Mr Mat, LLC	Invoice: 524203 / ENTRY MAT SVC	9/21/2016	25.17
5230.413	Utilities	Mr Mat, LLC	Invoice: 525107 / ENTRY MAT SVC	9/21/2016	25.17
5230.413	Utilities	Kansas City Power & Light	Invoice: 4636 9/26/16 / AUG-SEPT BILL-5800 SP	9/28/2016	20.44
5230.413	Utilities	Kansas City Power & Light	Invoice: 6996 9/26/16 / AUG-SEPT BILL-4717 ROE	9/28/2016	405.13
5230.413	Utilities	Water District No. 1 of Johnson County	Invoice: 3525 9/22/16 / AUG-SEPT BILL	9/28/2016	109.56
5230.413	Utilities	Bill Ireland Security Inc.	Invoice: 140110 / SEPT ALARMS	9/7/2016	62.85
5230.413	Utilities	Jan Pro Cleaning Systems Midwest	Invoice: 12523 / SEPT CLEANING	9/7/2016	150.00
5230.413	Utilities	Kansas One-Call System, Inc.	Invoice: 6080244 / MONTHLY LOCATES	9/7/2016	201.00
5230.413	Utilities	Verizon Wireless	Invoice: 9770856781 / JULY-AUG BILL	9/7/2016	49.02
5330.413	Building Maintenance	First National Bank Omaha	Invoice: 8548 10/14/16 / GARAGE DOOR REPAIR	9/28/2016	413.26
5370.413	Equipment Maintenance	Casey's Auto Repair	Invoice: 36542 / BRAKES 2012-550	9/28/2016	1,035.00
5370.413	Equipment Maintenance	Key Equipment & Supply Co.	Invoice: 247778 / SWEEPER PARTS	9/28/2016	299.89
5370.413	Equipment Maintenance	Reynolds Lawn and Leisure, Inc.	Invoice: 142548 / 2006 JD MOWER	9/28/2016	153.37
5380.413	Training	Rick Allen	Invoice: 9/6-9/10/16 MPR REIM / PER DIEM MEALS	9/14/2016	139.25
5380.413	Training	KC APWA	Invoice: 2016 SNOW REG / REGISTRATION	9/14/2016	170.00
5380.413	Training	Bill Stogsdill	Invoice: 9/6-9/10/16 MPR CONF / PER DIEM MEALS	9/14/2016	139.25
5380.413	Training	First National Bank Omaha	Invoice: 8548 10/14/16 / APWA MTG	9/28/2016	100.90
5380.413	Training	First National Bank Omaha	Invoice: 8548 10/14/16 / LODGING, PARKING-PWX	9/28/2016	1,044.25
5380.413	Training	First National Bank Omaha	Invoice: 8548 10/14/16 / PW INSTITUTE	9/28/2016	500.00

City of Fairway, Kansas
Ordinance #1631-Claims & Appropriations
September 2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5380.413	Training	Bill Stogsdill	Invoice: 8/26-8/31/16 TRAVEL / CONFER REIM	9/7/2016	324.00
5472.413	Equipment Rental	K.C. Bobcat	Invoice: 19088205 / DIGGER RENTAL	9/21/2016	638.50
5550.413	Street Repair	J.M. Fahey Construction Co. Inc.	Invoice: 320001126-2 / SALT APPROACH, 16 CIP	9/21/2016	10,575.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15653 / TREE REMOVAL	9/21/2016	407.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15654 / DEADWOOD-5641 SUWANEE	9/21/2016	520.00
5570.413	Tree Expense	K. C. Arborist	Invoice: .15652 / HANGER 5519 ABERDEEN	9/21/2016	250.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15578 / DEADWOOD-5831 CHEROKEE	9/7/2016	845.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15572 / TREE REMOVAL- 5632 MISSION	9/7/2016	985.00
5570.413	Tree Expense	K. C. Arborist	Invoice: 15579 / DEADWOOD-FALMOUTH	9/7/2016	310.00
5580.413	Street Lights	Kansas City Power & Light	Invoice: 8364 9/2/16 / AUG-SEPT BILLING	9/14/2016	661.67
5580.413	Street Lights	Kansas City Power & Light	Invoice: 4930 8/31/16 / AUG TRAFFIC SIGNALS	9/14/2016	7,640.12
5580.413	Street Lights	Black & McDonald	Invoice: 76715694 / MONTHLY STREETLIGHTS	9/7/2016	1,033.06
5720.413	Miscellaneous	Balls Food	Invoice: 651301 / WATER	9/7/2016	9.95
5760.413	Dump Fees	WCA Waste Corporation	Invoice: 990000150267 / DUMPSTER	9/14/2016	340.39
5770.413	Materials/Supplies	Strasser True Value	Invoice: 222453 / BANNER ZIP TIES	9/28/2016	13.48
5770.413	Materials/Supplies	Strasser True Value	Invoice: 223056 / STORM PIPE SUPPLIES	9/28/2016	26.50
5770.413	Materials/Supplies	Strasser True Value	Invoice: 220686 / CURTAIN PARTS	9/7/2016	12.46
5780.413	Vehicle Expense	Wex Bank	Invoice: 46716137 / DIESEL	9/14/2016	204.06
5780.413	Vehicle Expense	First National Bank Omaha	Invoice: 8548 10/14/16 / FUEL-MPR CONF	9/28/2016	45.28
5780.413	Vehicle Expense	First National Bank Omaha	Invoice: 8548 10/14/16 / FUEL-PWX	9/28/2016	56.78
5780.413	Vehicle Expense	Wex Bank	Invoice: 46944299 / FUEL	9/28/2016	573.07
5800.413	Street Signs	Newman Traffic Signs	Invoice: TI0301796 / MISC SIGNS	9/14/2016	290.97
Total Public Works					31,361.59
5200.415	Uniforms	Jordan Swayer	Invoice: 8/21/16 NIKE FACTORY / SHIRT REPLACE	9/14/2016	29.99
5230.415	Utilities	AT&T	Invoice: 0034 9/3/16 / SEPT-OCT BILLING	9/14/2016	108.27
5230.415	Utilities	AT&T	Invoice: 8747 8/27/16 / AUG-SEPT BILLING	9/14/2016	70.97
5230.415	Utilities	Kansas Gas Service	Invoice: 1445 9/8/16 / AUG-SEPT BILLING	9/14/2016	44.49
5230.415	Utilities	Kansas City Power & Light	Invoice: 5686 9/26/16 / SEPT BILLING- 6130 MSN	9/28/2016	1,365.89
5230.415	Utilities	Kansas City Power & Light	Invoice: 2230 9/26/16 / SEPT BILLING-MPR ROOM	9/28/2016	715.62
5230.415	Utilities	Kansas Gas Service	Void: 5127 9/13/16 CREDIT	9/28/2016	(32.01)
5230.415	Utilities	Kansas Gas Service	Invoice: 5127 9/13/16 / AUG-SEPT BILLING	9/28/2016	32.01
5230.415	Utilities	Verizon Wireless	Invoice: 9770856781 / JULY-AUG BILLING	9/7/2016	87.80
5380.415	Training	Maddie Burkhart	Invoice: 6/7/16 YMCA / LG REIMBURSEMENT	9/21/2016	250.00
5380.415	Training	Robert Mansur	Invoice: 4/16 LG CLASS / LG REIMBURSEMENT	9/21/2016	250.00

City of Fairway, Kansas
Ordinance #1631-Claims & Appropriations
September 2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5380.415	Training	Mia Schloegel	Invoice: 12/15 LG CLASS / LG REIMBURSEMENT	9/21/2016	300.00
5380.415	Training	Hannah Steen	Invoice: 4/16 LG CLASS / LG REIMBURSEMENT	9/21/2016	250.00
5380.415	Training	First National Bank Omaha	Invoice: 9595 10/14/16 / LUNCH MTG	9/28/2016	49.96
5380.415	Training	First National Bank Omaha	Invoice: 5500 10/14/16/LDRSHP CONF, STAFF INC	9/28/2016	494.82
5380.415	Training	Carolyn Kinney	Invoice: 4/20/16 RED CROSS / LG REIMBURSEMENT	9/28/2016	215.00
5605.415	Maintenance	Accurate Mechanical, LLC	Invoice: K7524 / WINTERIZE N. BLDG	9/14/2016	854.47
5605.415	Maintenance	Jan Pro Cleaning Systems Midwest	Invoice: 12466 / SEPT BILLING	9/14/2016	150.00
5605.415	Maintenance	Security Equipment Inc	Invoice: 335681 / MONITORING SVCS	9/21/2016	420.00
5605.415	Maintenance	First National Bank Omaha	Invoice: 5500 10/14/16 / SUMP PUMP	9/28/2016	206.00
5605.415	Maintenance	McConnell & Associates	Invoice: 100900 / MAINTENANCE	9/28/2016	350.00
5605.415	Maintenance	U-Load-It	Invoice: 10312 / MAINTENANCE	9/28/2016	171.25
5610.415	Operating Supplies	Sysco of Kansas City	Invoice: 609011868 / PULL PLUG, OPER. SUPPLIES	9/14/2016	259.20
5610.415	Operating Supplies	LiftOff, LLC	Invoice: 1587 / OFFICE 365 SFTWR & LICENSE	9/21/2016	408.00
5610.415	Operating Supplies	Commenco, Inc.	Invoice: 5805102 / OPERATIONAL SUPPLIES	9/28/2016	455.00
5610.415	Operating Supplies	Euston Hardware # 4947	Invoice: K12283 / TRASH CAN LINERS	9/28/2016	13.04
5610.415	Operating Supplies	First National Bank Omaha	Invoice: 9595 10/14/16 / PAPER PROD, COFFEE	9/28/2016	133.34
5630.415	Taxes	Kansas Department of Revenue	Invoice: 6473 9/15/16 / SB SALES TAX	9/28/2016	54.52
5630.415	Taxes	Kansas Dept. of Revenue	Invoice: 4521299361F1 9/16 / SB SALES TAX	9/28/2016	2,061.36
5720.415	Miscellaneous	First National Bank Omaha	Invoice: 9595 10/14/16 / FLOWERS-FUNERAL	9/28/2016	79.95
5820.415	Chemicals	First National Bank Omaha	Invoice: 5500 10/14/16 / POOL CHEMICALS	9/28/2016	61.76
5870.415	Concession Supplies	Capital One Commercial	Invoice: 9/4/16 / PROGRAMMING, SNACKBAR	9/14/2016	46.96
5870.415	Concession Supplies	Sysco of Kansas City	Invoice: 609011868 / PULL PLUG, OPER. SUPPLIES	9/14/2016	272.00
5920.415	Concerts/Programming	Balls Food	Invoice: 651318 / PULL PLUG FOOD	9/14/2016	11.59
5920.415	Concerts/Programming	Balls Food	Invoice: 651320 / PULL PLUG FOOD	9/14/2016	9.72
5920.415	Concerts/Programming	Capital One Commercial	Invoice: 9/4/16 / PROGRAMMING, SNACKBAR	9/14/2016	14.78
5920.415	Concerts/Programming	Sysco of Kansas City	Invoice: 609011868 / PULL PLUG, OPER. SUPPLIES	9/14/2016	587.65
5920.415	Concerts/Programming	Kara Tilden	Invoice: 8/16 BOOTCAMP / CLASS	9/14/2016	236.00
5920.415	Concerts/Programming	First National Bank Omaha	Invoice: 5500 10/14/16 / SOCCER SUPPLIES	9/28/2016	251.49
Total Parks & Recreation					11,340.89
5230.760	Utilities	AT&T	Invoice: 7338 9/3/16 / SIM INTERNET	9/21/2016	80.00
5230.760	Utilities	Kansas Gas Service	Invoice: 1982 9/13/16 /3403 W 53RD	9/21/2016	34.30
5230.760	Utilities	Kansas Gas Service	Invoice: 2000 9/13/16 /3403 W 53RD	9/21/2016	44.67
5230.760	Utilities	Kansas Gas Service	Invoice: 1864 9/13/16 /3403 W 53RD-N BLDG	9/21/2016	34.30
5230.760	Utilities	AT&T	Invoice: 0348 9/19/16 / SIM PHONES	9/28/2016	204.25

City of Fairway, Kansas
Ordinance #1631-Claims & Appropriations
September 2016

Account #	Account Description	Vendor Name	Invoice # / Description	Date	Amount
5230.760	Utilities	Kansas City Power & Light	Invoice: 7608 9/26/16 / AUG-SEPT BILL-3403 APT B	9/28/2016	19.38
5230.760	Utilities	Kansas City Power & Light	Invoice: 8412 9/26/16 / AUG-SEPT BILL-3405 W 53	9/28/2016	52.59
5230.760	Utilities	Kansas City Power & Light	Invoice: 7158 9/26/16 / AUG-SEPT BILL-3408 W 53	9/28/2016	197.31
5230.760	Utilities	Kansas City Power & Light	Invoice: 9880 9/26/16 / AUG-SEPT BILL-3403 W 53	9/28/2016	636.21
5330.760	Maintenance	First National Bank Omaha	Invoice: 9595 10/14/16 / PLEXIGLASS CLEANER	9/28/2016	37.90
5700.760	Operating Supplies	LiftOff, LLC	Invoice: 1587 / OFFICE 365 SFTWR & LICENSE	9/21/2016	204.00
Total Shawnee Indian Mission Fund					1,544.91
5875.900	Capital Projects	J.M. Fahey Construction Co. Inc.	Invoice: 320001126-2 / SALT APPROACH, 16 CIP	9/21/2016	272,687.59
5892.900	Architect/Engineering Fees	TranSystems Corporation	Invoice: 3010645 / SHERIDAN PES	9/7/2016	864.00
Total Capital Improvement Projects Fund					273,551.59
Total All Funds					368,842.18

Council Approval:



Department of Public Works

September 13, 2016

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

Re: Operation Green Light Operations Agreement

In front of the council for consideration is the 3rd operations agreement for Operation Green Light. The Governing Body passed the design, implementation and construction agreement in 2007.

In 2010 the Governing Body passed the original operations agreement and renewed it in 2014 and is set to expire in 2016.

Funding for our portion of participation is included in our 2017 budget and will be budgeted again in 2018.

Staff recommends approval of the agreement

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

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into this ____ day of _____, 2016 by and between Mid-America Regional Council (MARC) and the City of _____, Kansas, a Constitutionally Chartered Municipal Corporation (City).

WHEREAS, the Mid-America Regional Council performed a feasibility study “*Operation Green Light Feasibility Report, June 2000*” (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as “Operation Green Light”, for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Gladstone, Independence, Kansas City, Lee’s Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

WHEREAS, the Strategic Plan 2013-2016 established the vision, mission, objectives and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, the Member Agencies in Kansas are authorized pursuant to the provisions of Section 12-2908 of the Kansas Statutes Annotated, and the Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 9 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. Section 12-2908, the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective. Pursuant to such authority, the City will file for recording an executed copy of this Agreement in the appropriate county in the state of Kansas and file a copy with the Kansas Secretary of State.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

Regional Traffic Control System - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation and operation of the Regional Traffic Control System and consisting of voting representatives from the

Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed **Three Thousand, Two Hundred 00/100 Dollars (\$3,200.00)** representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties hereto.

Sec. 9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination. An agency that terminates this agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred

by the agency terminating the agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

Sec. 11. INDEPENDENT CONTRACTOR. MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

Sec. 12. COMPLIANCE WITH LAWS. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

Sec. 14. WAIVER. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and MARC.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever expires last. The books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, the MARC and the Other Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated or suspended, in whole or in part, by the City.

(c) MARC shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.), as well as all other federal, state and local laws, ordinances and regulations applicable to this project, and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of City, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to

perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE: Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Fairway
Attention: Bill Stogsdill, Public Works Director
4717 Roe Parkway
Roeland Park, KS 66205

Mid-America Regional Council
Attention: Director of Transportation and Environment
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas within Johnson County, Kansas, and in no other. The parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

Sec. 25. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 26 INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.

Sec. 27. NON-APPROPRIATIONS. Notwithstanding anything to the contrary in this Agreement, in accordance with the Kansas Cash-Basis Law, specifically K.S.A. Section 10-1116b, the City is obligated only to pay the OGL Operating Costs required under this Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City's current budget year, calendar fiscal year, or (b) funds made available from any lawfully operated revenue-producing source. City represents and warrants that each year during the term of this Agreement, its chief administration office will submit to and advocate for approval by its governing body a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs required under this Agreement. City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement.

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of May 2016)

Participating Agency Non-Funding Agency in Bold	Membership (voting)
Belton	1
Bonner Springs	1
Fairway	1
FHWA – MO & KS	Ex Officio
Gladstone	1
Independence	1
Kansas City, MO	1
KCScout	Ex Officio
KDOT	1
Lansing	1
Leavenworth	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	1
North Kansas City	1

Olathe	1
Overland Park	1
Prairie Village	1
Raymore	1
Shawnee	1
Unified Government/KCK	1
Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Controllers

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

EXHIBIT 3
COMPENSATION

A. The amount the City will pay MARC under this contract will not exceed **Three Thousand, Two Hundred and 00/100 Dollars (\$3,200.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

B.

Table 1			
Operation Green Light Program			
Annual Operations Costs			
Annual Operating Cost per Signal			\$1,600
Total Agency Signals in OGL			2
Total Agency Unsubsidized Annual cost			\$3,200.00
Cost per Year Subsidized			
Year	Federal Percentage	Annual Cost	Local Agency Cost
2017	50%	\$3,200.00	\$1,600.00
2018	50%	\$3,200.00	\$1,600.00
Total			\$3,200.00

- C. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extention of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
 - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
 - Critical intersections of a corridor
 - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
 - phase sequencing
 - splits
 - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management



The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.





Parks & Recreation Department

To: Mayor Wiley, Fairway City Council
CC: Kathy Axelson, City Administrator/City Clerk
From: Nathan Nogelmeier, Director of Parks & Recreation
Date: 10/6/2016
Re: SIM Legacy Agreement

As discussed at the Finance Committee meeting, the Shawnee Indian Mission Foundation approved the Endowment (now called "Legacy") agreement at their September meeting with only minor changes to the document.

Staff recommends approval of the Legacy Agreement with the Shawnee Indian Mission Foundation.

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

**LEGACY FUND AGREEMENT
BETWEEN
THE CITY OF FAIRWAY, KANSAS
AND THE
SHAWNEE INDIAN MISSION FOUNDATION**

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2016, between the CITY OF FAIRWAY, KANSAS, a political subdivision of the State of Kansas, (the "City") and the SHAWNEE INDIAN MISSION FOUNDATION, a Kansas not-for-profit corporation, (the "Foundation"), to create a fund as describe below. All persons and organizations making contributions to this Fund shall be bound by the terms of this Agreement.

- 1) **NAME OF FUND.** The name of the fund created hereby is the Shawnee Indian Mission Legacy Fund (the "Legacy Fund"). The Legacy Fund is being created pursuant to that certain Memorandum of Understanding between the City and the Foundation dated _____, 2016 ("MOU") and this Agreement shall be interpreted in accordance with the terms of the MOU.
- 2) **PURPOSES.** The purposes of the Legacy Fund are to: (A) fund the development and enhancement of the Site in conjunction with a "Master Plan" developed through collaboration among the City, the Foundation and the KSHS in carrying out the terms of the MOU and the MOA; and (B) pay for the reasonable and necessary programming and operating expenses of the Shawnee Indian Mission State Historic Site ("Site") including, but not limited to, Routine Maintenance (as defined in that certain Memorandum of Agreement between the Kansas State Historical Society ("KSHS") and the City dated April 28, 2016("MOA")) at the Site;
- 3) **DISTRIBUTIONS.** The income and principal of this Legacy Fund shall be used for the purposes stated above. There shall be no obligation to maintain the principal so long as the income and principal are used to carry out the purpose set forth in Section 2 above. The parties acknowledge that the KSHS, as the owner of the Site, is to pay for the Non-routine Maintenance (as defined in the MOA) as well as other costs at the Site and that this Legacy Fund is not created for the purpose of eliminating the obligations of the KSHS pursuant to the MOA or as owner of the Site. Recommendations for distributions used to carry out the purposes set forth in Section 2 above shall be made by the City and facilitated by the City employee who is supervising the Site, presently the Director of Parks and Recreation. In order to carry out the obligations of the City under MOA, the City is authorized to make distributions from the Legacy Fund for the purposes set forth in Section 2 above, provided that the City shall provide the highest ranking officer of the Foundation then serving with prompt notice of such expenditures and whenever possible shall allow for the consent of the Foundation, to be made by the highest ranking officer then serving, and such consent of the Foundation shall not be unreasonably withheld. The parties contemplate that the City may be reimbursed for documented expenses made by the City for reasonable and necessary operating expenses, including Routine Maintenance at the Site, pursuant to the MOA, that were paid for with

City funds and not otherwise reimbursed or repaid. Either the City employee then supervising the Site or the highest ranking officer of the Foundation then serving may make additional recommendations for distributions related to improvements at the Site provided that doing so will not adversely impact the Legacy Fund's ability to fulfill its purpose set forth in Section 2A. Such additional distributions shall only be made with a majority approval of both the Fairway Governing Body and the Foundation.

- 4) **INVESTMENT.** The assets of this Legacy Fund shall be invested according to the investment and spending policies established by the Foundation's Board of Directors and the City's Governing Body. The assessment of charges to support investment and administrative costs will be made against the income of this Legacy Fund. The investments of the Legacy Fund may be invested in common with the other investments made by the parties, so long as the Legacy Fund funds receive their pro rata share of earnings and gains on any common investments, net of their pro rata share of expenses.
- 5) **CONTRIBUTIONS.** The Legacy Fund shall accept contributions at any time from any source, with an initial goal of raising \$5,000,000.00 for the benefit of the Site as outlined herein. The Foundation shall be responsible for making all written acknowledgements or communications to donors with respect to donations received by the Legacy Fund, as contemplated by the MOU.
- 6) **OWNERSHIP.** The Legacy Fund shall be owned and managed jointly by the City and the Foundation. The Legacy Fund may be reported as a component or asset of the Foundation to the Internal Revenue Service and to any state agencies. Should the City cease to manage the Site, the City will remove itself as a party to this Agreement and should the Foundation cease to be a public charity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or to no longer have as its purpose the promotion or protection of the Site, then the Foundation will remove itself as a party to this Agreement. Should either party terminate the MOU or this Agreement, said party shall remove itself as an owner of the Legacy Fund. In all events the parties shall act in the best interests of the Site in the interpretation of this Agreement and the carrying out of the terms of this Agreement.
- 7) **CONTINUITY OF THE FUND AND VARIANCE POWER.**
 - (a) The Parties hereto acknowledge that the Legacy Fund is subject to the Variance Power described in Treasury Reg. Sec. 1.170A-9(f) (11)(v)(B)(1) that interprets the Code. It is intended that this Legacy Fund continue in perpetuity or until such time as the charitable purpose of this Agreement, in reasonable judgment by the Foundation's Board of Directors and the City's Governing Body, shall become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Site. In any of such events, the party desiring to terminate this Agreement will provide thirty (30) days advance written notice to the other party of its desire to terminate this Agreement.
 - (b) If the Foundation ceases to be a public charity described in Code Section 501(c)(3), or no longer has as its purpose the promotion or protection of the Site then the assets of the Legacy

ORDINANCE NO. 1632

OF

THE CITY OF FAIRWAY, KANSAS

PASSED

OCTOBER 10, 2016

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016-A**

ORDINANCE NO. 1632

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016-A, OF THE CITY OF FAIRWAY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Fairway, Kansas (the "City") is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City previously issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's General Obligation Refunding Bonds, Series 2016-A, dated October 27, 2016, authorized by this Ordinance.

“City” means the City of Fairway, Kansas.

“City Clerk” means the duly appointed and acting City Administrator/City Clerk of the City or, in the City Administrator/City Clerk’s absence, the duly appointed Deputy, Assistant or Acting City Administrator/City Clerk.

“Governing Body” means the City Council of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Bonds” means the Series Series 2010-A Bonds maturing in the years 2018 to 2029, inclusive, in the aggregate principal amount of \$3,710,000.

“Series 2010-A Bonds” means the City’s General Obligation Bonds, Series 2010-A, dated January 15, 2010.

“State” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2016-A, of the City in the principal amount of \$3,760,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the

general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, City Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by the City Council on October 10, 2016 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Administrator/City Clerk

RESOLUTION NO. 2016-D

OF

CITY OF FAIRWAY, KANSAS

ADOPTED

OCTOBER 10, 2016

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016-A**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms..... 1

ARTICLE II AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds..... 9
Section 202. Description of the Bonds..... 9
Section 203. Designation of Paying Agent and Bond Registrar..... 9
Section 204. Method and Place of Payment of the Bonds..... 10
Section 205. Payments Due on Saturdays, Sundays and Holidays..... 10
Section 206. Registration, Transfer and Exchange of Bonds..... 11
Section 207. Execution, Registration, Authentication and Delivery of Bonds..... 12
Section 208. Mutilated, Lost, Stolen or Destroyed Bonds..... 12
Section 209. Cancellation and Destruction of Bonds Upon Payment..... 13
Section 210. Book-Entry Bonds; Securities Depository..... 13
Section 211. Nonpresentment of Bonds..... 14
Section 212. Preliminary and Final Official Statement..... 14
Section 213. Sale of the Bonds..... 15
Section 214. Authorization of Escrow Agreement..... 15

ARTICLE III REDEMPTION OF BONDS

Section 301. Redemption by Issuer..... 15
Section 302. Selection of Bonds to be Redeemed..... 16
Section 303. Notice and Effect of Call for Redemption..... 16

ARTICLE IV SECURITY FOR BONDS

Section 401. Security for the Bonds..... 18
Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account..... 18

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts..... 19
Section 502. Deposit of Bond Proceeds..... 19
Section 503. Application of Moneys in Debt Service Account..... 19
Section 504. Deposits and Investment of Moneys..... 20
Section 505. Application of Moneys in the Costs of Issuance Account..... 20
Section 506. Application of Moneys in the Escrow Fund..... 20
Section 507. Verification of Certified Public Accountant..... 20

ARTICLE VI DEFAULT AND REMEDIES

Section 601. Remedies..... 21

Section 602.	Limitation on Rights of Owners.....	21
Section 603.	Remedies Cumulative.....	21

ARTICLE VII DEFEASANCE

Section 701.	Defeasance.....	22
---------------------	-----------------	----

ARTICLE VIII TAX COVENANTS

Section 801.	General Covenants.....	22
Section 802.	Survival of Covenants.....	22

ARTICLE IX CONTINUING DISCLOSURE REQUIREMENTS

Section 901.	Disclosure Requirements.....	23
Section 902.	Failure to Comply with Continuing Disclosure Requirements.....	23

ARTICLE X MISCELLANEOUS PROVISIONS

Section 1001.	Annual Audit.....	23
Section 1002.	Amendments.....	23
Section 1003.	Notices, Consents and Other Instruments by Owners.....	24
Section 1004.	Notices.....	25
Section 1005.	Electronic Transactions.....	25
Section 1006.	Further Authority.....	25
Section 1007.	Severability.....	25
Section 1008.	Governing Law.....	25
Section 1009.	Effective Date.....	25

<i>EXHIBIT A</i> – FORM OF BONDS.....	A-1
---------------------------------------	-----

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 2016-D

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016-A, OF THE CITY OF FAIRWAY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 1632 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Fairway, Kansas (the “Issuer”) has passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Council of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, in order to provide for the payment of the Refunded Bonds it is desirable to enter into the Escrow Agreement, by and between the Issuer and the Escrow Agent; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$3,760,000 to refund the Refunded Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, and K.S.A. 10-620 *et seq.*, all as amended and supplemented from time to time.

“**Authorized Denomination**” means \$5,000 or any integral multiples thereof.

“**Beneficial Owner**” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” means the General Obligation Refunding Bonds, Series 2016-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Fairway, Kansas.

“City Clerk” means the duly appointed and acting City Administrator/City Clerk of the City or, in the City Administrator/City Clerk’s absence, the duly appointed Deputy, Assistant or Acting City Administrator/City Clerk.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2016-A created pursuant to **Section 501** hereof.

“Dated Date” means October 27, 2016.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding Bonds, Series 2016-A created within the Bond and Interest Fund pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating

such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Issuer’s Omnibus Continuing Disclosure Undertaking, as may be amended and supplemented, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Escrow Agent” means Security Bank of Kansas City, Kansas City, Kansas, and its successors and assigns.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of the Dated Date, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds referred to in *Section 501* hereof.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the City Council of the Issuer.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2017.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City of Fairway, Kansas
Attn.: City Administrator/City Clerk
4210 Shawnee Mission Parkway, Suite 100
Fairway, Kansas 66205
Phone: 913-262-0350
Fax: 913-262-4607

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Raymond James & Associates, Inc.
5956 Sherry Lane, Suite 1900
Dallas, Texas 75225

(d) To the Rating Agency(ies):

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

(e) To the Escrow Agent at:

Security Bank of Kansas City
Corporate Trust Department
701 Minnesota Avenue
Suite 206, P.O. Box 171297
Kansas City, Kansas 66117
Fax: (913) 279-7960

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.
- (e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. 1632 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and

amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery, plus a premium of \$146,440.10, less an underwriting discount of \$24,540.28.

"Purchaser" means Raymond James & Associates, Inc., Dallas, Texas, the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means the Series Series 2010-A Bonds maturing in the years 2018 to 2029, inclusive, in the aggregate principal amount of \$3,710,000.

"Refunded Bonds Paying Agent" means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

"Refunded Bonds Redemption Date" means September 1, 2017.

“Refunded Bonds Resolution” means the ordinance and resolution which authorized the Refunded Bonds.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2010-A Bonds” means the Issuer’s General Obligation Bonds, Series 2010-A, dated January 15, 2010.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor’s” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Term Bonds” means the Bonds scheduled to mature in the year 2029.

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

“Verification Report” means the verification report referenced in *Article V* hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$3,760,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2017	\$70,000	2.000%	2023	\$405,000	2.000%
2018	125,000	2.000	2024	410,000	2.000
2019	130,000	2.000	2025	415,000	2.000
2020	135,000	2.000	2026	430,000	2.000
2021	130,000	2.000	2027	435,000	2.000
2022	175,000	2.000			

TERM BONDS

Stated Maturity <u>September 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2029	\$900,000	2.000%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right

to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need

not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The

cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated September 12, 2016, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and City Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and City Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement and the Mayor and City Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including the subscription for United States Treasury Securities – State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2025, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2024, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

Mandatory Redemption. The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$445,000	2028
455,000	2029*

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory

Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of

said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Debt Service Account for General Obligation Refunding Bonds, Series 2016-A (within the Bond and Interest Fund).

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

- (a) Escrow Fund for Refunded Bonds.
- (b) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2016-A.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) The sum of \$53,424.57 shall be transferred to the Escrow Agent for deposit in the Costs of Issuance Account and applied in accordance with the Escrow Agreement.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be transferred to the Escrow Agent for deposit in the Escrow Fund and applied in accordance with the Escrow Agreement.

Section 503. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond

Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 504. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Escrow Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 505. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Escrow Agent to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Issuer for deposit into the Debt Service Account.

Section 506. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Escrow Agreement.

Section 507. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to this *Article V* and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and the City Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. The Issuer further authorizes and ratifies the amendment to the Disclosure Undertaking, pursuant to *Section 6(c)* thereof, to revise the categories of Operating Data to be updated pursuant to *Section 2(a)(2)* thereof. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;

- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within

such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED by the City Council on October 10, 2016.

(SEAL)

Mayor

ATTEST:

City Administrator/City Clerk

**EXHIBIT A
(FORM OF BONDS)**

**REGISTERED
NUMBER ____**

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF FAIRWAY
GENERAL OBLIGATION REFUNDING BOND
SERIES 2016-A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: October 27, 2016**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Fairway, in the County of Johnson, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2017 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the

calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Refunding Bonds, Series 2016-A,” aggregating the principal amount of \$3,760,000 (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-427 *et seq.* and K.S.A. 10-620 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such

participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF FAIRWAY, KANSAS

[(Facsimile Seal)]

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding Bonds, Series 2016-A, of the City of Fairway, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Treasurer of the State of Kansas,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: _____

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, City Clerk of the City of Fairway, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of October 27, 2016.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
 City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

RON ESTES, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law

2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)



**STAFF REPORT
CITY COUNCIL
October 10, 2016**

TO: Mayor Jerry Wiley
City Council Members
Steve Chinn, City Attorney

FROM: Bill Sandy, Building Official

APPLICANT: Bob Bath on behalf of Southern Star Central Gas Pipeline

The legal description for the lot(s) is: **6006 Mission Rd.,**

Section 15-207-210 – Aerial Facilities
Section 15-584-593 – Wireless Facilities
Section 15-681-685 – Special Use Permits

1. Final Site Plan
2. Special Use Permit Application

PROPOSED USE:

The applicant, Southern Star Central Gas Pipeline, Inc., (Southern Star), is proposing a new communication pole with a 60' TUP (Tip Up Pole) at the gas measurement site at 6006 Mission Rd, behind the Hideaway Pet Shop and is located in the B-1 Neighborhood Business District. Wireless antennae and related facilities are allowed in existing business districts through the approval of a Special Use Permit.

Southern Star is updating its communications network and requires a taller pole to get the new communications network above the terrain and obstructions. This new pole will have what is known as a Yagi antenna at the very top (see attached picture of a TUP). This pole/antenna transmits the gas measurement data and SCADA information to another antenna at 75th Street and Nieman Road, which then relays the information to the Gas Control and Gas Measurement systems in Owensboro, KY. The SCADA information provided to the Gas Control is a pressure monitor system that allows Southern Star dispatch to monitor pressure along the pipeline for safety.

The current gas measurement site has an existing pole doing the same thing (see bottom insert picture). The new TUP will be taller and thicker than what exist today. The concrete base for the new TUP, is a 12" diameter drilled hole as the foundation (see attached STD-TUP-60FT).

The City's Wireless Facilities Ordinance requiring a Special Use Permit was not adopted until 1999. The proposed Special Use Permit will therefore cover one (1) antennae and related facilities. The TUP is not for use as a cell phone/communication tower but strictly for transmission of data to Southern Star.

The application is subject to general Special Use Permit Requirements set forth in Fairway City Code, Chapter 15 Section 15-584, and the Wireless Facilities Ordinances set forth in Chapter 15, Subdivision 5.

PLANNING COMMISSION RECOMMENDATION:

On September 26, 2016, the Planning Commission voted 3-2 to recommend approval to the Governing Body. The vote outcome was based on the concerns about a nearby neighbor of the facility. The majority of the concerns were not so much about the pole itself, but rather about living near a B-1 Neighborhood Business District.

STAFF RECOMMENDATION:

Staff recommends approval of the project subject to the conditions and stipulations set forth in the proposed Special Use Permit Ordinance with the following conditions:

1. Four (4) complete sets of plans are submitted for plan review and approval.
2. Building permit must be obtained and fees paid, as required by City code.
3. That the project complies with all City ordinances and the 2012 International Building Code.
4. Application and approval is void if a building permit is not obtained within one year from the date of Planning Commission approval

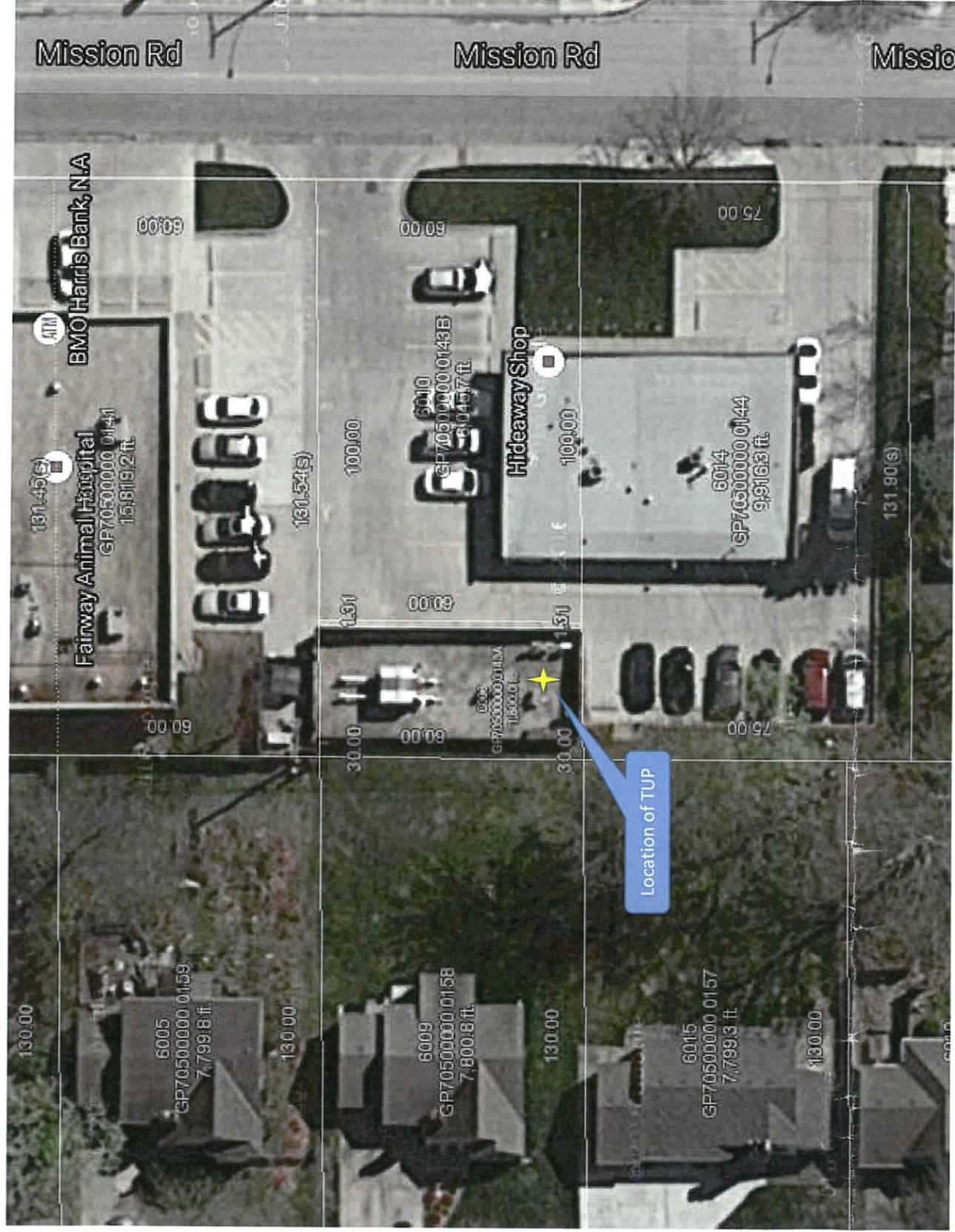


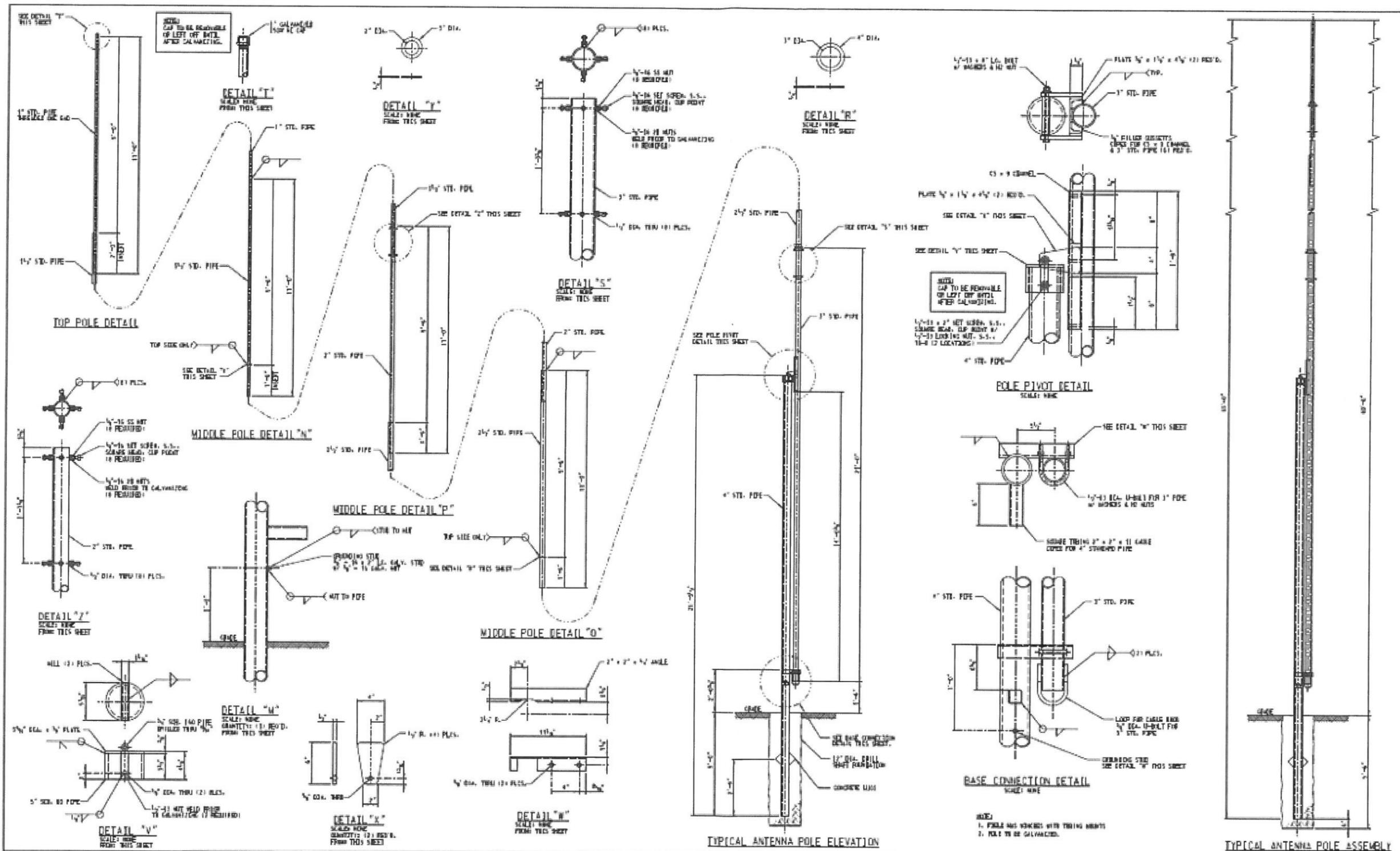


Site Plan Information

Southern Star Central Gas Pipeline, Inc.

Special Use Permit





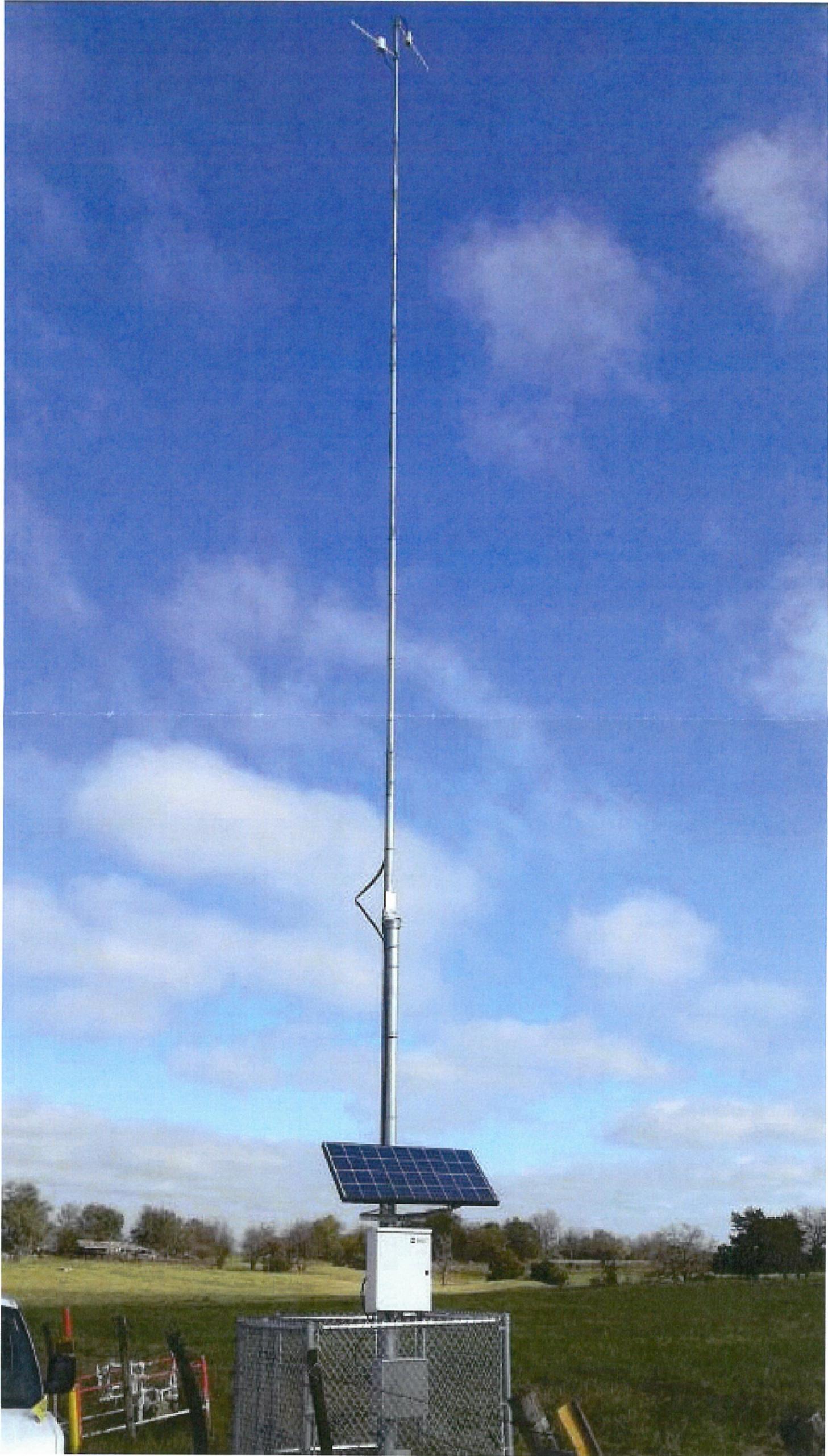
CURE REQUIREMENTS		REFERENCE DRAWINGS		REVISIONS			P.I.N.			
PART NO.	ASAC NO. 1011	Drawing number	Revised name	NO.	DATE	BY	DESCRIPTION	P.I.N.	CD.	APP.
DESIGN FACTOR				0	01-26-20	BLC	SUP ORIGINAL STANDARD DRAWING ISSUE			BUB
DESIGN PRESSURE	4 TDH			1	04-22-21	FSI	REVISED EXPANDED DETAIL "T" & POLE PIVOT DETAIL	5	DES	DKC
TEST PRESSURE	8 TDH			2	06-20-21	FSI	REVISED EXPANDED DETAIL "N", "P", "O" & POLE PIVOT DETAIL	5	DES	DKC
STRESS RELIEVE	6-4HT			3	08-13-24	FSI	REVISED EXPANDED DETAIL "N" & "P"	5	DES	DKC/DAE



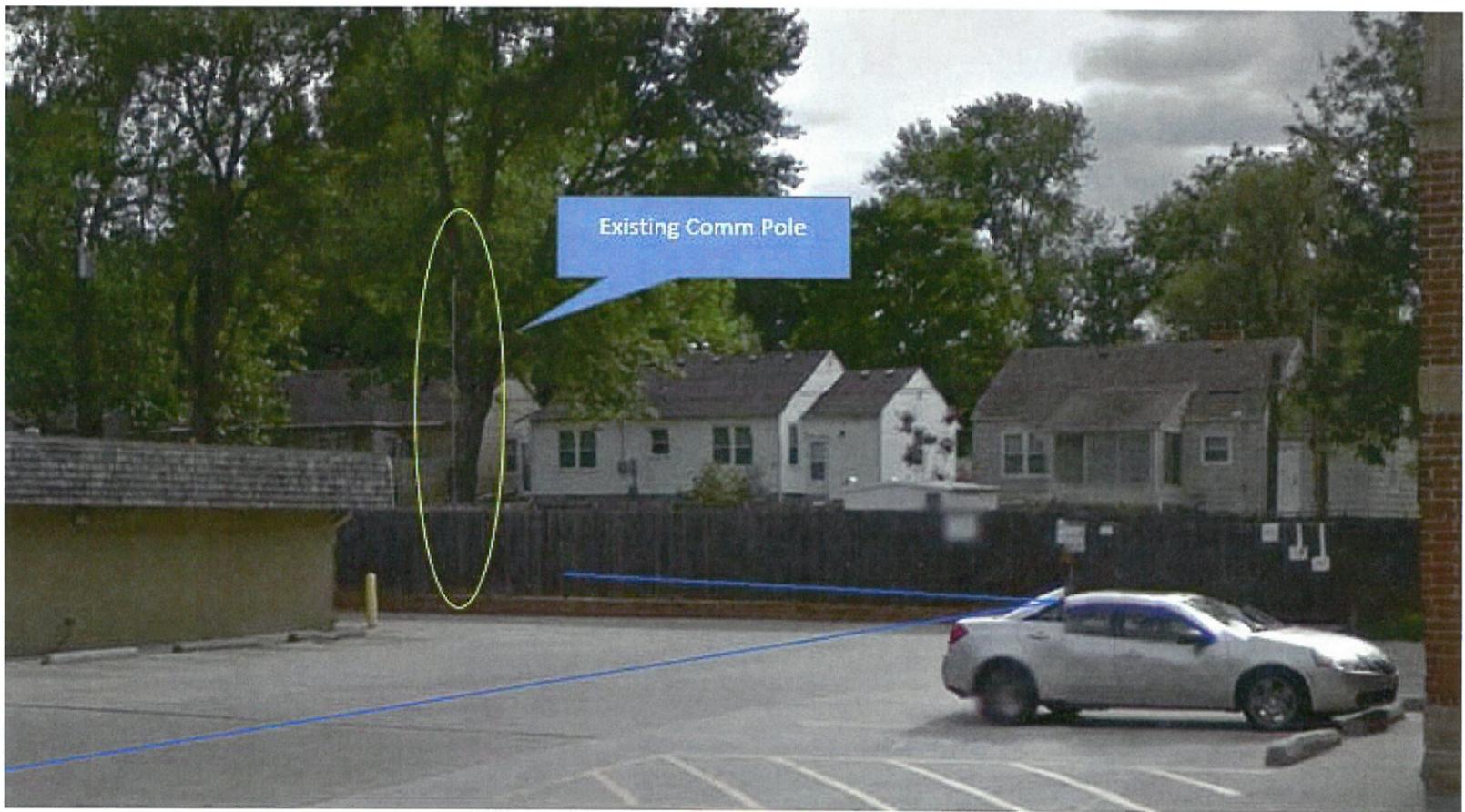
STANDARD TIP-UP POLE - 60FT.

DRAWN BY: PLS	DATE: 01-26-2020	SCALE: 1/2" = 1'-0"
CHECKED BY: [Signature]	DATE: [Signature]	PROJECT: STD-TUP-60FT
APPROVED BY: BUB	DATE: 10-09-2010	DATE: [Signature]

New TUP



Existing Pole



Explanation for new TUP

Southern Star Central Gas Pipeline, Inc., (Southern Star) is needing to change out our existing communication pole to a new 60' TUP (Tip Up Pole) at our gas measurement site at 6006 Mission Rd. Southern Star is updating its communications network that is requiring a taller pole to get the new communications network above the terrain and obstructions. This new pole will have what's called a Yagi antenna at the very top (see above picture). This pole/antenna transmits our gas measurement data and SCADA information to another antenna at 75th & Nieman that then relays the information to our Gas Control and Gas Measurement systems in Owensboro, KY. The SCADA information provided to our Gas Control is a pressure monitor system that allows our dispatch to monitor pressure along the pipeline for a safety concern.

The current gas measurement site has an existing pole doing the same thing The new TUP will be taller and thicker than what exist today. The concrete base for the new TUP, is just a 12" diameter drilled hole as the foundation

ORDINANCE NO. 1633

SPECIAL USE PERMIT NO. 2016-1

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE LOCATION OF SIXTY FOOT (60') TIP UP POLE (TUP) WIRELESS ANTENNA AND RELATED EQUIPMENT AND FACILITIES AT 6006 MISSION ROAD.

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

SECTION 1. SPECIAL USE PERMIT GRANTED. Pursuant to regulations set forth in Fairway City Code, Chapter XV, permission is hereby granted to use in the manner set forth in Section 2 hereafter the following described property:

All that part of MISSION HIGHLANDS W 30 FT LOT 143 FAC-5933

(Commonly known as 6006 Mission Road, Fairway, KS)

SECTION 2. ALLOWED USE. That, subject to the provisions contained in Fairway City Code, Chapter XV, Sections 15-207, 15-209, 15-210 and 15-584 through 15-593, and the conditions and stipulations set forth in Sections 15-681, 15-682, 15-684 and 15-685 hereafter, the permittee (Southern Star Central Gas Pipeline) shall be allowed to locate a sixty foot (60') wireless antenna and certain related equipment and facilities upon the above-described property. If the permittee is found to be in non-compliance with this special use permit and the conditions and stipulations thereof, this special use permit will become null and void within sixty (60) days of written notification of noncompliance, unless the noncompliance is corrected. All Zoning Ordinances and Regulations of the City of Fairway affecting the use of the above-described property which are inconsistent with this special use permit are hereby made inapplicable to the above-described property.

SECTION 3. CONDITIONS AND STIPULATIONS. The special use permit granted in Sections 1 and 2 above is contingent upon the performance and observation of following additional and supplementary regulations, stipulations, conditions and restrictions, the violation of which shall be basis for revocation in addition to those specified in Fairway City Code Section 15-686:

- a. The allowed use shall be in accordance with Exhibit "A" (containing the application, site plan, photo simulation, hazard assessment and equipment diagram), which is filed in the office of the City Clerk at City Hall, and is incorporated by reference as if set out in full herein. Under no circumstance shall the wireless antenna or the related equipment and facilities exceed the size and dimensions set forth in said exhibit, and any and all modifications or substitutions will require further City approval. Provided, the Planning Commission may approve a revised site plan for a modification or substitution of the wireless antenna and/or other facilities that are similar or smaller in size and scope to the wireless antenna and facilities set forth in Exhibit "A"; and further provided, City staff may approve a modification or substitution of any equipment or facilities that are not external or otherwise visible from the exterior of the building, unless City staff determines in its discretion that the modification or substitution should be reviewed by the Planning Commission or by both the Planning Commission and the Governing Body. Upon any modification or substitution, the permittee may be required to provide evidence of compliance with the Federal Communications Commission's radio frequency radiation emissions requirement.
- b. The allowed use shall follow and comply with all applicable federal and state codes, laws and regulations, as well as all applicable codes, regulations and standards of the City, unless specifically exempted by the Governing Body.
- c. The permittee will obtain all required building permits.
- d. All structures, antenna, equipment and facilities shall be properly maintained and shall comply with any and all appropriate federal, state or local guidelines, requirements and applicable technical or safety standards.
- e. No additional antenna or other related equipment and facilities shall be placed or

- f. maintained on the property without City approval.
- f. A performance or cash bond that meets the requirements of the Fairway City Code Section 15-584(b) must be submitted with final documents in a form approved by the City's legal counsel.
- g. Sufficient proof of insurance or self-insurance that meets the requirements of the Fairway City Code Section 15-584(b) must be submitted with final documents.
- h. Upon request, the permittee must provide to the City the twenty-four (24) month inspection report outlined in Fairway City Code Section 15-593(b).
- i. The allowed use shall not emit any unnecessary intrusive noise, and shall comply with any applicable noise ordinance promulgated by the City.
- j. A standby emergency power generator for the allowed use may be approved by the Planning Commission through an application for a revised site plan; provided, such approval shall, at minimum, establish appropriate requirements with respect to generator noise, any necessary screening, and time restrictions of any periodic testing.
- k. The permittee shall execute a written statement acknowledging it agrees to the conditions and stipulations set forth herein.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force as of the date of its passage, approval and publication as provided by law.

PASSED by the Governing Body this ___ day of _____, 2016.

APPROVED by the Mayor this ___ day of _____, 2016.

Jerry Wiley, Mayor

ATTEST:

APPROVED AS TO FORM:

Kathy Axelson, City Clerk

Steve Chinn, Zoning Counsel



DATE: OCTOBER 5, 2016
TO: MAYOR WILEY AND FAIRWAY CITY COUNCIL
FROM: KATHY A. AXELSON, CITY ADMINISTRATOR/CITY CLERK
RE: CHARTER ORDINANCE #25 – EXEMPTING THE CITY FROM PROVISIONS OF K.S.A. 14-570 AND 14-571 REGARDING PUBLIC IMPROVEMENT BOND ISSUANCES

Background:

At the September 2016 Finance Committee meeting, draft Charter Ordinance #25 was presented by Gina Riekhof, Gilmore & Bell and Dave Arteberry, George K. Baum. The charter ordinance provides flexibility in the financing of projects within the City's Capital Improvement Program. Changes to the draft as discussed at the meeting have been incorporated into the version attached. If approved by a 2/3 vote of the City Council, the charter ordinance will require publication for two consecutive weeks followed by a 60-day protest period before taking effect.

Recommendation:

Staff recommends approval of Charter Ordinance #25.

Attachments:

- Charter Ordinance #25

(Published in *The Legal Record* on October 11, 2016 and October 18, 2016)

CHARTER ORDINANCE NO. 25

A CHARTER ORDINANCE 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.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the “Act”), provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from non-uniform enactments of the Kansas Legislature; and

WHEREAS, the City of Fairway, Kansas (the “City”) is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 14-570 and K.S.A. 14-571 are part of an enactment of the Kansas Legislature (K.S.A. 14-570 *et seq.*) relating to public improvements and the issuance of bonds for such purposes, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City (the “Governing Body”) desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 14-570 and K.S.A. 14-571, and to provide substitute and additional provisions therefor.

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

Section 1. Exemption. The City, by virtue of the powers vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 14-570 and K.S.A. 14-571, and shall be governed by the following substitute and additional provisions contained herein.

Section 2. Master Plan for Public Improvements. Whenever the City Administrator or their designee has filed with the Governing Body a master capital improvements plan (the “Plan”) for the physical development of the City and City facilities, including but not limited to the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, or the assumption and payment of benefit district indebtedness previously created for public improvements, and which Plan may require a number of years to execute, and such Plan is approved by the Governing Body, the City is hereby authorized to issue its general obligation bonds (the “Bonds”) in an amount sufficient to carry out such Plan and associated costs.

Section 3. Procedure for Issuance of Bonds. Before any Bonds are authorized or issued pursuant to this Charter Ordinance, the City shall adopt a resolution specifying the amount of such Bonds and the purpose of the issuance thereof.

Section 4. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter

Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 5. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED with at least a two-thirds (2/3) vote of the entire governing body of the City of Fairway, Kansas, on October 10, 2016 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Administrator/City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

September 20, 2016

RE: Grant Residence, 5731 Windsor Drive, Fairway, KS 66205

To City Of Fairway:

Permit #: 15-276

Homeowner: Joey and Shana Grant

General Contractor: Gahagan-Eddy Building Company

Anticipated Completion: January 19, 2017

Gahagan & Eddy Building Company would like to request a time extension on the current building permit for the custom home being built for our clients the Grants'. This is a large custom home, that requires more than 12 months to complete. Here is a breakdown of the expected time line to complete various remaining items.

Exterior Completion...

Currently the Grants' are working with a landscape architect to design the exterior landscape. If weather cooperates, the goal is to complete the exterior landscape by mid November 2016. Exterior painting should be completed by the second week in October 2016.

Interior completion...

Currently the interior of the house is in paint, this is estimated to be completed the week of October 24.

October 31, Plumbing finish, electrical finish, technology finish all begin this week and are estimated to be completed by November 23, 2016

November 28, interior wood floor finishing begins, completion is expected completed by December 12.

December 13, appliances will be delivered and installed with completion expected on Dec 16, 2016

December 19, final inspections will be done this week and interior "touch ups" and punch out begins.

January 19, 2016 final completion, Move In!



Fairway Police Department

5252 Belinder

Fairway, Kansas 66205

913-262-2364 office

913-850-5502 Chief Mike Fleming

**To: Mayor Jerry Wiley
Members of the City Council
City Administrator Kathy Axelson**

**From: Mike Fleming
Chief of Police**

Date: October 6, 2016

Subject: Agenda Item – 2016 Standard Traffic Ordinances for Kansas Cities

At the end of each Legislative Session, The League of Kansas Municipalities researches, prints, and distributes a consolidated list of Standard Traffic Ordinances (STO) based on changes to Kansas law. An explanation of the changes has been prepared by the City Attorney's Law Office and is attached for your review. Kansas municipalities adopt the new Standard Traffic Ordinances by incorporating it into their own ordinances. The intent of this agenda item is to present the 2016 STO and recommend its adoption for use within the City of Fairway.

Staff recommends adoption of Ordinance 1634 and incorporating by reference the 2016 Standard traffic Ordinances for Kansas Cities.

Memorandum

To: Mike Fleming, Chief of Police, Fairway, Kansas

From: Suzanne C. Williams

Through: Stephen P. Chinn, City Attorney, Fairway, Kansas

Date: August 11, 2016

Re: Standard Traffic Ordinance for 2016 - Summary of Changes

The following is a summary of the changes made to the 2015 Standard Traffic Ordinance for Kansas Cities and incorporated in the 2016 Standard Traffic Ordinance for Kansas Cities.

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties. Deleted subsection (h)(2)(A) and renumbered remaining subsections.

Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties. Deleted subsection (m)(2)(B) and renumbered remaining subsections.

Section 30.2. Preliminary Breath Test. Deleted subsection (c)(2) and first sentence of subsection (d).

Section 30.2.1 Refusal to Submit to Alcohol or Drug Test. Deleted.

Editor's Note: K.S.A. 8-1025 was found to be unconstitutional by the Kansas Supreme Court so the Editor has deleted the offense of Refusal to Submit to Alcohol or Drug Test.

Section 175.1 Compression Release Engine Braking System. Added: As used in this section, "compression release engine braking system" means a hydraulically operated device that converts a power producing diesel engine into a power absorbing retarding mechanism. (K.S.A. Supp. 8-1761)

SW:mp

**CITY OF FAIRWAY, KANSAS
ORDINANCE NO. 1634**

AN ORDINANCE RELATING TO THE REGULATION OF TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF FAIRWAY, KANSAS, INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2016, BY AMENDING, REPEALING AND READOPTING CERTAIN PROVISIONS OF ARTICLE II, "STANDARD TRAFFIC ORDINANCE," AND ARTICLE III, "LOCAL TRAFFIC REGULATIONS," OF CHAPTER 10, "TRAFFIC AND VEHICLES," OF THE CODE OF THE CITY OF FAIRWAY, KANSAS.

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

SECTION 1. That existing Section 10-19 entitled "Incorporating Standard Traffic Ordinance" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 10-19. Incorporating Standard Traffic Ordinance.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City that certain traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except those articles, parts or portions as are hereafter omitted, deleted, modified or changed, and with those additions thereto as are made by this article or any other ordinance of the City hereafter adopted; this incorporation being authorized by K.S.A. 12-3009 to 12-3012 and 12-3301 and 12-3302, inclusive, as amended. No fewer than three (3) copies of this Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1634," with all sections or portions thereof intended to be changed clearly marked to show any that change, and to which shall be attached a copy of the ordinance from which this article is derived, and shall be filed with the City Clerk to be open to inspection and to be available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City, charged with enforcement of the Standard Traffic Ordinance, shall be supplied, at the cost of the City, the number of official copies of this Standard Traffic Ordinance, similarly marked, as it may be deemed expedient.

SECTION 2. That existing Section 10-19 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 3. That existing Section 10-20 entitled "Traffic Infractions and Traffic Offenses" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 10-20. Traffic infractions and traffic offenses.

- (a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision which is classified as a traffic infraction in K.S.A. 8-2118, or amendments thereto.

(b) All traffic violations that are included within this article and that are not ordinance traffic infractions as defined in Subsection (a) of this section shall be considered traffic offenses.

SECTION 4. That existing Section 10-20 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 5. That existing Section 10-21 entitled "Penalty for Scheduled Fines" of Chapter 10, entitled "Traffic" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 10-21. Penalty for scheduled fines.

The fine for violation of an ordinance traffic infraction or any other traffic offense for which the Municipal Judge establishes a fine in a fine schedule shall not be less than ten dollars (\$10.00) nor more than one thousand five hundred dollars (\$1,500.00). A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the Court not to exceed one thousand five hundred dollars (\$1,500.00).

SECTION 6. That existing Section 10-21 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 7. That existing Section 10-22 entitled "Construction of Traffic Ordinances" of Chapter 10, entitled "Traffic" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 10-22. Construction of traffic ordinances.

In the event that any provision incorporated by reference by Section 10-19 conflicts with a provision of Article III of this chapter, the provisions of Article III of this chapter shall prevail.

SECTION 8. That existing Section 10-22 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 9. That existing Section 10-48 entitled "Penalty" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 10-48. - Penalty.

Any person violating any provision of this article shall, upon conviction thereof, be punished by a fine of not more than one thousand five hundred dollars (\$1,500.00) or by imprisonment for no more than six (6) months, or by both such fine and imprisonment.

State Law reference— Alteration of speed limits, K.S.A. 8-1560.

SECTION 10. That existing Section 10-48 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 11. That existing Section 10-49 entitled "Speed Limit on U.S. Highway 56" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 10-49. Speed limit on U.S. Highway 56.

The State Highway Commission, having determined upon the basis of engineering and traffic investigation that the speed limit as provided by law upon U.S. Highway 56 is greater than is reasonable or safe under the conditions found to exist and has determined and declared a reasonable and safe speed limit thereon to be thirty-five miles per hour (35 mph) and has erected appropriate signs giving notice thereof, the speed limit on the street for the entire length thereof in the City is hereby set at thirty-five miles per hour (35 mph), unless posted otherwise

State Law reference— Alteration of speed limits, K.S.A. 8-1560.

SECTION 12. That existing Section 10-49 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 13. That existing Section 10-50 entitled "Speed Limits on Residential Streets" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 10-50. Speed limits on residential streets.

The Governing Body, having determined upon the basis of engineering and traffic investigations that the speed limits permitted under State law are greater than is reasonable or safe under the conditions found to exist upon the following residential streets, hereby determines and declares that the following streets and portions of streets in the City are residential in character and the reasonable and safe speed limit on residential streets is twenty-five miles per hour (25 mph), except on the following streets and locations:

- (1) Suwanee Road and Tahoe Lane, fifteen miles per hour (15 mph).
- (2) 53rd Street from the Mission Road and Reinhardt intersection east to Chadwick Road, thirty miles per hour (30 mph).
- (3) Roe Avenue from the south boundary of the City to the north boundary of the City, thirty-five miles per hour (35 mph), except from the intersection of 62nd Terrace north to the intersection of 61st Terrace, twenty miles per hour (20 mph) between the hours of 7:30 a.m. to 8:30 a.m.; 11:00 a.m. to 12:30 p.m.; and 2:45 p.m. to 3:30 p.m. on days when school is in session.
- (4) Chadwick Road from 53rd Street south to Shawnee Mission Parkway, twenty miles per hour (20 mph).
- (5) Canterbury Road from 53rd Street south to Shawnee Mission Parkway, twenty miles per hour (20 mph).
- (6) Falmouth Road from 53rd Street south to Shawnee Mission Parkway, twenty miles per hour (20 mph).
- (7) 53rd Street east from Norwood Road to the dead end, fifteen miles per hour (15 mph).
- (8) Mission Road from Shawnee Mission Parkway south to Wyncote Lane, twenty-five miles per hour (25 mph).
- (9) Mission Road from 58th Street south to 63rd Street, thirty miles per hour (30 mph).
- (10) Neosho Lane from 53rd Street to Shawnee Mission Parkway, twenty miles per hour (20 mph).

State Law reference— Alteration of speed limits, K.S.A. 8-1560.

SECTION 14. That existing Section 10-50 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 15. That existing Section 10-51 entitled "Trespass by Motor Vehicle" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-51. Trespass by motor vehicle.

No person shall operate a motor vehicle over private property of another, except on a private road or driveway, as defined in Section 1 of the Standard Traffic Ordinance incorporated by reference in Section 10-19, and then only with expressed or implied permission from the owner.

SECTION 16. That existing Section 10-51 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 17. That existing Section 10-52 entitled "Trespass by Motor Vehicle" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-52. Trucks prohibited on certain streets.

When signs are erected giving notice thereof, no person shall at any time drive a motor truck of a State licensing rating of one (1) ton or more upon any of the streets of the City except as follows:

- (1) Shawnee Mission Parkway;
- (2) Belinder Road from Shawnee Mission Parkway to the northern City limits;
- (3) Norwood Road from Shawnee Mission Parkway to the 53rd Street;
- (4) The south side of 55th Street between Shawnee Mission Parkway and the westernmost entrance to the Fairway Office Park;
- (5) Motor trucks constructed for the purpose of carrying passengers;
- (6) Motor trucks engaged in the repair or construction of streets within the City;
- (7) Vehicles carrying goods, merchandise or other articles to or from any residential property with an address in the City;
- (8) Tow trucks or repair vehicles for stalled or damaged motor vehicles located within the City;
- (9) Pickup trucks;
- (10) Emergency vehicles (fire trucks and apparatus, mobile command centers and ambulances), regardless of whether en route to an emergency within or without the City; or
- (11) Motor vehicles carrying goods, merchandise or other articles to or from any commercial property with an address on Mission Road in the City may be driven upon Mission Road.

State Law reference— Truck routes authorized, K.S.A. 8-1912.

SECTION 18. That existing Section 10-52 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 19. That existing Section 10-53 entitled "Main Trafficways" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-53. Main trafficways.

The streets set out in this section as follows are hereby designated as main trafficways, pursuant to K.S.A. 12-685 and Traffic \way connections, pursuant to K.S.A. 12-686:

- (1) Belinder Road - State Park Road to Shawnee Mission Parkway;
- (2) Norwood Road - State Park Road to Shawnee Mission Parkway;
- (3) Fairway Road - State Park Road to 53rd Street;
- (4) Aberdeen Road - State Park Road to 53rd Street;
- (5) Chadwick Road - State Park Road to 53rd Street;
- (6) Canterbury Road - State Park Road to 53rd Street;
- (7) Falmouth Road - State Park Road to 53rd Street;
- (8) Pawnee Lane - Shawnee Mission Parkway to 53rd Street;
- (9) Mohawk Lane - Shawnee Mission Parkway to 53rd Street;
- (10) Neosho Lane - Shawnee Mission Parkway to 53rd Street;
- (11) Windsor Drive - Reinhardt Drive to Eastvale Road;
- (12) Cherokee Drive - Windsor Drive to Eastvale Road;
- (13) Reinhardt Drive - 63rd Street to Mission Road;
- (14) Sunrise Drive - Reinhardt Drive to Eastvale Road;
- (15) Lockton Lane - Reinhardt Drive to 61st Terrace;
- (16) Howe Drive- Reinhardt Drive to 63rd Street;
- (17) Eastvale Road - Mission Road to Windsor Drive;
- (18) 61st Terrace - Mission Road to Reinhardt Drive;
- (19) Glenfield Drive - Howe Drive to 63rd Street;
- (20) Brookridge Drive - Shawnee Mission Parkway to Sheridan Drive;
- (21) Buena Vista Street -58th Street to 56th Street;
- (22) Sheridan Drive -58th Street to Shawnee Mission Parkway;
- (23) 57th Street - Buena Vista to Mission Road;
- (24) 57th Terrace - Buena Vista to Mission Road;
- (25) 58th Street - Fontana Drive to Mission Road;
- (26) Neosho Avenue - 57th Street to 56th Street;
- (27) Granada Lane - 59th Street to Granada Street;
- (28) South side of 55th Street - Shawnee Mission Parkway to Granada;
- (29) Fontana Drive - 59th Street to 58th Street;

- (30) El Monte Drive - 59th Street to Alhambra Drive;
- (31) Alhambra Drive - 59th Street to 58th Street;
- (32) State Park Road - Mission Road to Belinder Road;
- (33) South half of 53rd Street - Buena Vista Drive to Mission Road;
- (34) South half of 53rd Street - Shawnee Mission Parkway to Mission Road;
- (35) East half of Buena Vista Drive - Shawnee Mission Parkway to 53rd Street;
- (36) North half of 63rd Street - Mission Road to Reinhardt Drive;
- (37) Alhambra Street - 61st Street to 59th Street;
- (38) Buena Vista Street - 62nd Street to 59th Street;
- (39) Catalina Street - 62nd Street to 59th Street;
- (40) Delmar Street - 62nd Terrace to 59th Street;
- (41) El Monte Street - 62nd Street to 59th Street;
- (42) Fontana Street - 62nd Street to 59th Street;
- (43) Granada Street - 62nd Street to Granada Lane;
- (44) 62nd Terrace - Roe Avenue to cul-de-sac;
- (45) 62nd Street - Roe Avenue to Mission Road;
- (46) 61st Street - Roe Avenue to Mission Road;
- (47) 60th Street - Roe Avenue to Mission Road;
- (48) 59th Street - Roe Avenue to Mission Road;
- (49) 61st Terrace - Roe Avenue to Granada Street;
- (50) 60th Terrace - Roe Avenue to Granada Street;
- (51) 59th Terrace - Roe Avenue to Granada Street;
- (52) Mission Road, within the City limits;
- (53) Shawnee Mission Parkway - within the City limits;
- (54) Windsor Lane - Shawnee Mission Parkway to cul-de-sac;
- (55) Suwanee Road - Mission Road to cul-de-sac;
- (56) Tahoe Lane - Suwanee Road to cul-de-sac;
- (57) Wyncote Lane - Mission Road to cul-de-sac;
- (58) 56th Street - Buena Vista to Neosho Avenue;
- (59) 58th Street - Mission Road to cul-de-sac;
- (60) 57th Terrace - Reinhardt Drive to cul-de-sac;
- (61) Windsor Circle - Windsor Drive to cul-de-sac;
- (62) Cherokee Circle - Mission Road to cul-de-sac;
- (63) Neosho Lane - Shawnee Mission Parkway to cul-de-sac; and
- (64) North side of 53rd Street - Aberdeen to Belinder.

SECTION 20. That existing Section 10-53 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 21. That existing Section 10-54 entitled "Through Streets" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-54. Through streets.

In accordance with the provisions of Section 59 of the Standard Traffic Ordinance incorporated by reference in Section 10-19, and when signs or signals are erected giving notice thereof, drivers of vehicles shall stop or yield as the sign directs, at every intersection, before entering any of the following streets or parts of streets hereby designated as through streets:

- (1) Shawnee Mission Parkway, except at its intersection with Mission Road and Belinder Road.
- (2) Roe Avenue, except at its intersection with 60th Street.
- (3) 63rd Street.
- (4) Belinder Road from the north City limits to Shawnee Mission Parkway.
- (5) 53rd Street, except at its intersection with Buena Vista Street, Mission Road, Norwood Road and Shawnee Mission Parkway.
- (6) Sheridan Drive, except at its intersection with Shawnee Mission Parkway.
- (7) 59th Street, except at its intersection with Roe Avenue and Mission Road.
- (8) 60th Street, except at its intersection with Roe Avenue, Delmar Street and Mission Road.
- (9) 61st Street, except at its intersection with Roe Avenue and Mission Road.
- (10) Mission Road, except at its intersection with 53rd Street and Shawnee Mission Parkway.
- (11) State Park Road, except at its intersection with Shawnee Mission Parkway, Canterbury Road and Fairway Road.

State Law reference— Authority to designate through streets, K.S.A. 8-2002(a)(6).

SECTION 22. That existing Section 10-54 of the City of Fairway, Kansas, is hereby repealed.

SECTION 23. That existing Section 10-55 entitled "No Passing on 63rd Street" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-55. No passing on 63rd Street.

Motor vehicular passing is hereby prohibited on 63rd Street, and no driver shall at any time drive on the left side of the roadway, except when an obstruction exists making it necessary to do so and only then upon yielding the right-of-way to any vehicular traffic traveling in the opposite direction within that distance which is necessary to avoid an immediate hazard.

State Law reference— Authority to establish no passing zones, K.S.A. 8-1520.

SECTION 24. That existing Section 10-55 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 25. That existing Section 10-56 entitled "Stop Intersections other than on Through Streets" of Chapter 10, entitled "Traffic" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-56. Stop intersections other than on through streets.

In accordance with the provisions of the Standard Traffic Ordinance incorporated by reference in Section 10-19, the following intersections are hereby designated as stop intersections and when signs or signals are erected at one (1) or more entrances as stated, the drivers of vehicles shall stop, as provided by Section 59 of the Standard Traffic Ordinance, before entering the intersection:

- (1) Intersection of 61st Terrace and Howe Drive, east, west, north and south entrances;
- (2) Intersection of 61st Terrace and Granada Street, west entrance;
- (3) Intersection of Eastvale Road and Reinhardt Drive, east, west, north and south entrances;
- (4) Intersection of Eastvale Road and Howe Drive, north, south, east and west entrances;
- (5) Intersection of Reinhardt Drive and Windsor Drive, east entrance;
- (6) Intersection of Lockton Lane and Eastvale Drive, north and south entrances;
- (7) Intersection of Granada Street and 62nd Street, north, south, east and west entrances;
- (8) Intersection of Delmar Street and 62nd Terrace, east and west entrances;
- (9) Intersection of Granada Street and 62nd Terrace, east, west, north and south entrances;
- (10) Intersection of Buena Vista Drive and 58th Street, north and east entrance;
- (11) Intersection of Buena Vista Drive and Sheridan Drive, west entrance;
- (12) Intersection of Alhambra Drive and 58th Street, south entrance;
- (13) Intersection of 57th Terrace at Howe Drive, west entrance;
- (14) Intersection of Buena Vista Drive and 57th Street, north and south entrance;
- (15) Intersection of Catalina and 61st Street, east, west, north and south entrances;
- (16) Intersection of State Park Road and Canterbury Road, east and north entrance;
- (17) Intersection of State Park Road and Fairway Road, east and north entrance;
- (18) Intersection of 53rd Street and Norwood Road, east, west, and north entrances;
- (19) Southbound traffic at Norwood Road and Shawnee Mission Parkway intersection;
- (20) Eastbound traffic at 53rd Street and Shawnee Mission Parkway intersection;
- (21) Southbound traffic from Belinder Road parking lot at 53rd Street;
- (22) Eastbound traffic on 61st Terrace at its intersection with Reinhardt Drive;
- (23) Intersection of El Monte Street and 59th, east, west, north and south entrances;
- (24) Intersection of Delmar Street and 62nd Street, east, west, north and south entrances;
- (25) Intersection of Brookridge Drive and Sheridan Drive, east, west, north and south entrances;
- (26) Intersection of Reinhardt Drive and Sunrise Drive, north, south and west entrances; and

(27) Intersection of Reinhardt Drive and Lockton Lane, north, south and west entrances.

State Law reference— Authority to designate stop streets, K.S.A. 8-2002(a)(6), 8-2008.

SECTION 26. That existing Section 10-56 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 27. That existing Section 10-57 entitled "No Left Turn Permitted" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-57. No left turn permitted.

No left turn is permitted by traffic proceeding from Brookridge Drive onto Shawnee Mission Parkway.

State Law reference— Authority to prohibit turns, K.S.A. 8-2002(a)(9).

SECTION 28. That existing Section 10-57 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 29. That existing Section 10-58 entitled "Stopping, standing and parking; where prohibited" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-58. Stopping, standing and parking; where prohibited.

- (a) No driver of a vehicle shall stop, stand or park a vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic control sign or signal:
- (1) On private property or upon an area privately developed as an off-street parking facility, without the consent of the owner, lessee or person in charge of that private property or facility;
 - (2) On privately developed parking areas, adequate notice shall be given in the immediate area by signs indicating privately developed parking for certain businesses;
 - (3) On lawns or other areas of lots zoned for residential use between the building line and the street, except on established driveways;
 - (4) On either side of Mission Road between Shawnee Mission Parkway and West 63rd Street; and
 - (5) On any street for more than twenty-four (24) hours at any one (1) time. Summons may be issued by the City upon written complaint of the private property owner, lessee or person in charge of any private property or facility. Upon receiving a complaint or finding a vehicle in violation of this section, a police officer may affix written notice to the vehicle stating the date and time of the violation. If after a twenty-four (24) hour period the violation has not been abated a summons may be issued. If the violation still has not been abated after forty-eight (48) hours and a summons has been issued, a police officer is authorized to have the vehicle removed by a licensed towing service approved by the Chief of Police to do business with the Police Department to a secure facility at the cost of the vehicle's owner. Summons may be issued by the City upon written complaint of the private property owner, lessee or person in charge of any private property or facility.

(b) The following shall be exempt from the provisions of this section:

- (1) Emergency public safety vehicles;
- (2) Emergency activities of or at the direction of the Fire, Police or Public Works Departments;
- (3) Emergency activities of any utility company;
- (4) Any commercial vehicle providing a bona fide delivery service;
- (5) Any activities approved by the Governing Body.

State Law reference— Authority to regulate or prohibit stopping, standing or parking, K.S.A. 8-2002(a)(1).

SECTION 30. That existing Section 10-58 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 31. That existing Section 10-59 entitled "Chief of police; removal of a vehicle" of Chapter X, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-59. Chief of police; removal of vehicle.

The Chief of Police is hereby authorized, upon written complaint of the private property owner or facility, to remove from any private property or area developed as an off-street parking facility, any vehicle parked thereon when the police department has made diligent effort to locate the owner or person in control of the vehicle without success, and has caused the same to be sent to the closest designated storage garage at the cost of the owner; provided that the Chief of Police shall keep a record in his office of all these vehicles so removed, as provided in this article, and shall also keep a record of the designated garages to which these vehicles may be removed; provided further, this section, Section 10-61, any other section of this Code and Section 84 or any other section of the 2016 Standard Traffic Ordinance for Kansas Cities that authorize the removal of vehicles shall constitute authority of the Chief of Police or any City Police Officer to tow such vehicle; provided additionally, the maximum rate for wrecker or towing services shall be one hundred-fifty dollars (\$150.00) per hook-up and five dollars (\$5.00) per mile for each mile the vehicle is towed. The maximum storage fee shall be fifty dollars (\$50.00) per calendar day. The owner of each vehicle towed shall have access to personal property in that vehicle on or before forty-eight (48) hours after the vehicle is towed and the wrecker or towing service shall report the location of the vehicle to the Police Department within two (2) hours of the conclusion of the tow.

SECTION 32. That existing Section 10-59 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 33. That existing Section 10-60 entitled "Parking: traffic hazard, prohibited" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-60. Parking: traffic hazard, prohibited.

- (a) No person shall park, stop or leave standing any vehicle in any street, alley or avenue, whether attended or unattended, in a manner or in a position so as to create a traffic hazard or so as to endanger vehicular or pedestrian travel on that street. This section shall not apply to the driver of any vehicle that is disabled to the extent that it is impossible to avoid stopping and temporarily

leaving that disabled vehicle stopped in that position, who takes reasonable prompt action to have the vehicle removed to a safe place.

(b) Parking is prohibited at all times at the following locations:

- (1) On the north side of 62nd Street from a point thirty feet (30') west of Mission Road to Mission Road and from a point 30 feet east of the entrance to the City park parking lot to the entrance to the City park parking lot;
- (2) On the east side of Roe Avenue from the south City limits to the north City limits, except in designated marked parking areas;
- (3) On the west side of Mission Road from Shawnee Mission Parkway north five hundred feet (500');
- (4) From 7:00 a.m. to 6:00 p.m. on the east side of Mission Road from Shawnee Mission Parkway to 53rd Street;
- (5) On the east side of Buena Vista from Shawnee Mission Parkway to 53rd Street;
- (6) On the south side of 53rd Street from Chadwick to Norwood;
- (7) On the east side of Belinder from State Park Road to Shawnee Mission Parkway;
- (8) On the north side of 62nd Street from a point approximately 86.11 feet east of Roe Avenue to Roe Avenue;
- (9) Belinder Road, both sides, north of Shawnee Mission Parkway to the City limit;
- (10) On the east side of Fairway Road from Shawnee Mission Parkway to 53rd Street;
- (11) On the south side of 62nd Street from a point approximately 36 feet west of Mission Road to Mission Road;
- (12) On the north side and south side of 60th Street from a point approximately one hundred and fifty feet (150') east of Roe Avenue to Roe Avenue;
- (13) On the west side of Fairway Road from a point approximately ninety-five feet (95') north of Shawnee Mission Parkway to Shawnee Mission Parkway;
- (14) On the south side of 55th Street from Shawnee Mission Parkway west five hundred and eighty-seven feet (587'); and
- (15) On the south side of 62nd Street from Roe Avenue to Granada Street.

State Law reference— Authority to regulate or prohibit stopping, standing or parking, K.S.A. 8-2002(a)(1).

SECTION 34. That existing Section 10-60 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 35. That existing Section 10-61 entitled "Removal of any vehicle parked in violation of Section 10-60" of Chapter X, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-61. Removal of any vehicle parked in violation of Section 10-60.

Whenever a police officer finds a vehicle standing upon a street, alley or avenue in violation of Section 10-60, that officer is authorized to move that vehicle or require the driver or other person in

charge of that vehicle to move the vehicle to a position of safety or, if necessary, to be towed away and stored in a garage at the expense of the owner of the vehicle.

SECTION 36. That existing Section 10-61 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 37. That existing Section 10-62 entitled "Abandoned vehicles" of Chapter 10, entitled "Traffic" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-62. Abandoned vehicles.

No person shall abandon and leave a motor vehicle in any street, alley or avenue, whether attended or unattended, in a manner or in a position so as to create a traffic hazard or so as to endanger vehicular or pedestrian travel on that street. This section shall not apply to the driver of any vehicle that is disabled to the extent that it is impossible to avoid stopping and temporarily leaving that disabled vehicle stopped in that position, who takes reasonable prompt action to have the vehicle removed to a safe place.

SECTION 38. That existing Section 10-62 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 39. That existing Section 10-63 entitled "On-street parking in residential areas" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-63. On-street parking in residential areas.

- (a) Except as otherwise provided in Subsection (d) of this section and subject to the additional restrictions contained in Subsection (b) of this section, no person shall, park, stand, or store, for more than twelve (12) hours on any day on any street, alley or avenue in an area zoned for residential use, a trailer, semi-trailer, boat, bus, camper, recreational vehicle, mobile home (self-propelled or otherwise), oversized motor vehicle, tractor or other type of wheeled vehicle, other than passenger vehicles and motorcycles.
- (b) For purposes of this section, the term "oversized motor vehicle" means any of the following: any motor vehicle exceeding twenty-eight feet (28') in length, any motor vehicle with a licensed gross weight exceeding twelve thousand pounds (12,000 lbs.).
- (c) Except as otherwise provided in Subsection (d) of this section, in areas zoned for residential use, where on-street parking is otherwise permitted, no person shall park, stand or store, on the street, any motor vehicle that exceeds seven and one-half feet (7½') in width in its widest point.
- (d) Exceptions to the provisions of this section may be authorized by a permit issued by the Police Department, where the exceptions will not endanger the public safety or welfare of the residents of the area or motorist of the street. No such permit shall be granted for a period exceeding seven (7) days.

State Law reference— Authority to regulate or prohibit stopping, standing or parking, K.S.A. 8-2002(a)(1).

SECTION 40. That existing Section 10-63 of the City of Fairway, Kansas, is hereby repealed.

SECTION 41. That existing Section 10-64 entitled "Emergency regulations under hazardous conditions" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-64. Emergency regulations under hazardous conditions.

When snow, sleet or freezing rain is causing slippery or hazardous conditions that might lead to serious traffic congestion or safety, the Mayor may declare a traffic emergency, and until that emergency is terminated, no vehicles shall be parked on any streets. All vehicles parked on a street, in this instance, must be removed within two (2) hours after the declaration of an emergency or be considered in violation of this section.

SECTION 42. That existing Section 10-64 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 43. That existing Section 10-65 entitled "Careless driving" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-65. - Careless driving.

It shall be unlawful for any person to drive or operate a vehicle upon any street or alley or driveway in a careless or heedless manner or without due caution and circumspection or in a manner so as needlessly to endanger or be likely to endanger any person or property.

SECTION 44. That existing Section 10-65 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 45. That existing Section 10-66 entitled "Prohibited right turns on red signal lights" of Chapter 10, entitled "Traffic and Vehicles" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 10-66. - Prohibited right turns on red signal lights.

The Governing Body, having determined on the basis of engineering and traffic investigations that permitting right turns on a steady red signal is unreasonable or unsafe under the conditions found to exist at certain intersections of the City, hereby determines and declares that right turns on a steady red signal are prohibited at the following locations: Southbound Belinder Road at its intersection with Shawnee Mission Parkway between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 46. That existing Section 10-66 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 47. Ordinance No. 1583 is hereby repealed.

SECTION 48. Interpretation: This ordinance shall be construed as follows:

- a. **Liberal Construction:** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, welfare and convenience.

- b. Savings Clause: The repeal of any ordinance or code section, as provided herein, shall not revive an ordinance previously repealed, nor shall the repeal affect any right that accrued, any duty imposed, any penalty incurred or any proceedings commenced, under or by virtue of the ordinance repealed. Any ordinance or code repealed continues in force and effect after the passage, approval, and publication of this ordinance for the purpose of pursuing these rights, duties, penalties or proceedings.

- c. Invalidity: If for any reason any chapter, article, section, subsection, sentence, portion or part of this ordinance, or the application thereof to any person or circumstance, is declared to be unconstitutional or invalid, that decision shall not affect the validity of the remaining sections of this ordinance, City Code or other ordinances.

SECTION 49. That this Ordinance shall become effective upon adoption and publication in the official City newspaper.

PASSED by the City Council the 10th day of October 2016. **APPROVED** by the Mayor.

Jerry Wiley, Mayor

ATTEST:

Kathy Axelson, City Administrator /City Clerk

APPROVED AS TO FORM

Stephen P. Chinn, City Attorney



Fairway Police Department

5252 Belinder

Fairway, Kansas 66205

913-262-2364 office

913-850-5502 Chief Mike Fleming

**To: Mayor Jerry Wiley
Members of the City Council
City Administrator Kathy Axelson**

**From: Mike Fleming
Chief of Police**

Date: October 6, 2016

Subject: Agenda Item – 2016 Uniform Public Offense Code for Kansas Cities

At the end of each Legislative Session, The League of Kansas Municipalities researches, prints, and distributes a consolidated list of public offense codes based on changes to Kansas law. An explanation of the changes has been prepared by the City Attorney's Law Office and is attached for your review. Kansas municipalities adopt the new Uniform Public Offense Code (UPOC) by incorporating it into their own ordinances. The intent of this agenda item is to present the 2016 UPOC and recommend its adoption for use within the City of Fairway.

Staff recommends adoption of Ordinance 1635 and incorporating by reference the 2016 Uniform Public Offense Code for Kansas Cities.

Memorandum

To: Mike Fleming, Chief of Police, Fairway, Kansas

From: Suzanne C. Williams

Through: Stephen P. Chinn, City Attorney, Fairway, Kansas

Date: August 11, 2016

Re: Uniform Public Offense Code for 2016 - Summary of Changes

The following is a summary of the changes made to the 2015 Uniform Public Offense Code for Kansas Cities and incorporated in the 2016 Uniform Public Offense Code for Kansas Cities.

Section 1.1. Definitions.

1. **Juvenile Correctional Facility Officer or Employee.** Deleted definition.
2. **Smoking Definitions.** Amended subsection (h) to remove "and any psychiatric hospital licensed under K.S.A. 75-33076, and amendments thereto."

Section 3.2 Battery Against a Law Enforcement Officer.

Amended to add to (b)(2):

- (2) **Attorney** means a (A) City attorney, assistant city attorney, city prosecutor, assistant city prosecutor, county attorney, assistant county attorney, special assistant county attorney, district attorney, assistant district attorney, special assistant district attorney, attorney general, assistant attorney general or special assistant attorney general; and (B) public defender, assistant public defender, contract counsel for the state board of indigents' defense services or an attorney who is appointed by the court to perform services for an indigent person as provided by article 45 of chapter 22 of the Kansas Statutes Annotated and amendments thereto;

Section 3.12 Breach of Privacy.

Added to subsection (c):

- (2) A provider of an interactive computer service, as defined in 47 U.S.C. §230, for content provided by another person;
- (3) A radio common carrier, as defined in K.S.A. 66-1,143, and amendments thereto; and
- (4) A local exchange carrier or telecommunications carrier as defined in K.S.A. 66-1,187, and amendments thereto.

Section 5.8 Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21.

Added subsection (d):

- (d) (1) A person and, if applicable one or two other persons acting in concert with such person are immune from criminal prosecution for a violation of this section, if such person:
 - (A) (i) Initiated contact with law enforcement or emergency medical services and requested medical assistance on such person's behalf because such person reasonably believed such person was in need of medical assistance; and
 - (ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance;
 - (B) (i) Initiated contact with law enforcement or emergency medical services, or was one of one or two other persons who acted in concert with such person, and requested medical assistance for another person who reasonably appeared to be in need of medical assistance;
 - (ii) Provided their full name, the name of one or two other persons acting in concert with such person, if applicable, and any other relevant information requested by law enforcement or emergency medical services;
 - (iii) Remained at the scene with the person who reasonably appeared to be in need of medical assistance until emergency medical services personnel and law enforcement officers arrived; and
 - (iv) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or
 - (C) (i) Was the person who reasonably appeared to be in need of medical assistance as described in subsection (d)(1)(B), but did not initiate contact with law enforcement or emergency medical services; and
 - (ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.

(2) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or such officer's employer, based on the officer's compliance or failure to comply with this subsection. (K.S.A. Supp. 41-727)

Section 6.1 Theft.

Amended subsection (b):

- (b) Theft of property or services of the value of less than \$1,500 is a Class A violation, except as provided below.
 - (1) Property of the value of less than \$1,500 from three separate mercantile establishments within a period of 72 hours as part of the same act or transaction or in two or more acts or transactions connected together or constituting parts of a common scheme or course of conduct is a severity level 9, nonperson felony;
 - (2) Property of the value of at least \$50 but less than \$1,500 is a severity level 9, nonperson felony if committed by a person who has, within five years immediately preceding commission of the crime, excluding any period of imprisonment, been convicted of theft two or more times; and
 - (3) Property which is a firearm of the value of less than \$25,000 is a severity level 9, nonperson felony. (K.S.A. Supp. 21-5801)

Section 10.14 Operation of a Motorboat or Sailboat.

Added subsections (a)(3) and (4):

- (a) (3) The requirement in subsection (a)(1), shall not apply to a person 21 years of age or older.
- (4) The requirement in subsection (a)(1), shall not apply to a person operating a sailboat that does not have a motor and has an overall length of 16 feet, seven inches or less, while such person is enrolled in an instructor-led class.

SW:mp

**CITY OF FAIRWAY, KANSAS
ORDINANCE NO. 1635**

AN ORDINANCE RELATING TO PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF FAIRWAY, KANSAS, INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," EDITION OF 2016, AMENDING AND REPEALING CERTAIN PROVISIONS OF EXISTING ARTICLE II OF CHAPTER 8, ENTITLED "UNIFORM PUBLIC OFFENSE CODE" AND ARTICLE III ENTITLED "DRUGS" OF THE CODE OF THE CITY OF FAIRWAY, KANSAS.

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

SECTION 1. That existing Section 8-25 of Article II, entitled "Uniform Public Offense Code" of Chapter 8, entitled "Public Offenses" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 8-25. Incorporated by reference.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City that certain code known as the "Uniform Public Offense Code for Kansas Cities," Edition of 2016 ("2016 UPOC"), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except those articles, parts or portions as are hereafter omitted, deleted, modified or changed, and with those additions thereto as are made by this or any other ordinance of the City hereafter adopted; this incorporation being authorized by K.S.A. 12-3009 to 12-3012 and 12-3301 to 12-3302, inclusive, as amended. No fewer than three (3) copies of this Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No.1632," with all sections or portions thereof intended to be changed clearly marked to show any change, and to which shall be attached a copy of this Ordinance, and shall be filed with the City Clerk to be open to inspection and to be available to the public at all reasonable hours. The Police Department, Municipal Judge and all administrative departments of the City, charged with enforcement of the Ordinance, shall be supplied, at the cost of the City, the number of Official copies of this Uniform Public Offense Code, similarly marked, as it may be deemed expedient.

SECTION 2. That existing section 8-25 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 3. That existing Section 8-26 of Article II, entitled "Uniform Public Offense Code" of Chapter 8, entitled "Public Offenses" of the Code of the City of Fairway, Kansas, is hereby readopted to read as follows:

Sec. 8-26. Abusing toxic vapors.

Section 9.9 of the 2016 UPOC is hereby amended by deleting existing Section 9.9 and inserting in place thereof the following:

Section 9.9. Abusing Toxic Vapors.

- (1) It shall be unlawful for any person to knowingly possess, buy, use, smell, or inhale the fumes of toxic vapors with the intent of causing a condition of euphoria, excitement, exhilaration, stupefaction, or dulled senses of the nervous system.
- (2) Definitions: For the purposes of this Section, the term "toxic vapors" means the following substances or products containing these substances:
 - a. Alcohols, including methyl, isopropyl, propyl or butyl;
 - b. Aliphatic acetates, including ethyl, methyl, propyl or methyl cellosolve acetate;
 - c. Acetone;
 - d. Benzene;
 - e. Carbon tetracholoride;
 - f. Cyclohexane;
 - g. Freons, including freon 11 and freon 12;
 - h. Hexane;
 - i. Methyl ethyl ketone;
 - j. Methyl isobutyl ketone;
 - k. Naptha;
 - l. Perchloroethylene;
 - m. Toluene;
 - n. Trichloroethane; or
 - o. Xylene.
- (3) This section shall not be construed to apply to the inhalation of anesthesia or other substances for medical or dental purposes.
- (4) In a prosecution for a violation of this Section, evidence that a container lists one (1) or more of the substances described in Subsection (2) of this section as one of its ingredients shall be prima facie evidence that the substance in that container contains toxic vapors and emits the fumes thereof.
- (5) Penalty. Any person violating any provisions of this article shall upon conviction thereof, be punished by a fine of not more than five hundred dollars (\$500.00). In addition to any sentence or fine imposed, the court shall enter an order requiring that the person enroll in and successfully complete an alcohol and drug safety action education program or treatment program, as provided in K.S.A. 8-1008, and amendments thereto, or both the education and treatment programs.

SECTION 4. That existing Section 8-26 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 5. That existing Section 8-27 of Article II, entitled "Uniform Public Offense Code" of Chapter 8, entitled "Public Offenses" of the Code of the City of Fairway, Kansas, is amended to read as follows:

Sec. 8-27. Criminal use of weapons.

Section 10.1 of the 2016 UPOC is hereby amended by deleting existing Section 10.1 and inserting in place thereof the following:

Section 10.1 Criminal Use of Weapons.

- (1) Criminal use of weapons is knowingly:
 - a. Possessing with the intent to use the same unlawfully against another, any bludgeon, sand club, metal knuckles, throwing star, billy, blackjack, slingshot or any other dangerous or deadly weapon or instrument of like character;
 - b. Setting a spring gun;
 - c. Selling, giving or otherwise transferring any firearm with a barrel less than 12 inches long to any person under 18 years of age whether the person knows or has reason to know the length of the barrel;
 - d. Selling, giving or otherwise transferring any firearms to any person who is both addicted to and an unlawful user of an controlled substance;
 - e. Selling, giving or otherwise transferring any firearm to any person who is or has been a mentally ill person subject to involuntary commitment for care and treatment, as defined in K.S.A. 59-2946, and amendments thereto, or a person with an alcohol or substance abuse problem subject to involuntary commitment for care and treatment as defined in K.S.A. 59-29b46, and amendments thereto;
 - f. Possession of any firearm by a person who is both addicted to and an unlawful user of a controlled substance;
 - g. Possession of any firearm by any person, other than a law enforcement officer, in or on any school property or grounds upon which is located a building or structure used by a unified school district or an accredited nonpublic school for student instruction or attendance or extracurricular activities of pupils enrolled in kindergarten or any of the grades 1 through 12 or at any regularly scheduled school sponsored activity event whether the person knows or has reason to know that the person was in or on that property or grounds.
 - h. Refusal to surrender or immediately remove from school property or grounds or at any regularly scheduled school sponsored activity

or event any firearm in the possession of any person, other than a law enforcement officer, when so requested or directed by any duly authorized school employee or any law enforcement officer; or

- i. Possessing a firearm with a barrel less than 12 inches long by any person less than 18 years of age whether the person knows or has reason to know the length of the barrel.

(2) Criminal use of weapons as defined in:

- a. Subsections (1)a, (1)b, (1)c, (1)d, and (1)h of this section is a Class A violation;
- b. Subsections (1)f and (1)g of this section is a Class B violation;
- c. Subsection (1)i of this section is a Class A violation on a first offense.

(3) Subsection (1)a shall not apply to:

- a. Law enforcement officers, or any person summoned by any officers to assist in making arrests or preserving the peace while actually engaged in assisting that officer;
- b. Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails or other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;
- c. Members of the armed services or reserve forces of the United States or the Kansas national guard while in the performance of their official duty; or
- d. The manufacture of, transportation to, or sale of weapons to a person authorized under Subsections (3)a, (3)b, and (3)c to possess the weapons.

(4) Subsection (1)g shall not apply to:

- a. Possession of any firearm in connection with a firearms safety course of instruction or firearms education course approved and authorized by the school;
- b. Any possession of any firearm specifically authorized in writing by the superintendent of any unified school district or the chief administrator of any accredited nonpublic school;
- c. Possession of a firearm secured in a motor vehicle by a parent, guardian, custodian or someone authorized to act in that person's behalf who is delivering or collecting a student;
- d. Possession of a firearm secured in a motor vehicle by a registered voter who is on the school grounds, which contained a polling place for the purpose of voting during polling hours on an election day; or
- e. Possession of a handgun by an individual who is licensed by the attorney general to carry a concealed handgun under K.S.A. Supp. 75-

7c01 *et seq.*, and amendments thereto.

- (5) Subsection (1)e shall not apply to a person who has received a certificate of restoration pursuant to K.S.A. 75-7c26, and amendments thereto.
- (6) Subsection (1)i shall not apply if that person, less than 18 years of age, was:
 - a. In attendance at a hunter's safety course or a firearm safety course;
 - b. Engaging in practice in the use of the firearm or target shooting at an established range authorized by the governing body of the jurisdiction in which the range is located;
 - c. Engaging in an organized competition involving the use of the firearm, or participating in or practicing for a performance by an organization exempt from federal income tax pursuant to section 501(c)(3) of the internal revenue code of 1986 which uses firearms as a part of the organization's performance;
 - d. Hunting or trapping pursuant to a valid license issued to that person pursuant to article 9 of chapter 32 of the Kansas Statutes Annotated, and amendments thereto;
 - e. Traveling with the firearm in that person's possession being unloaded to or from any activity described in subsections(6)a through (6)d, only if the firearm is secured, unloaded and outside the immediate access of that person;
 - f. On real property under the control of that person's parent, legal guardian or grandparent and who has the permission of that parent, legal guardian or grandparent to possess the firearm; or
 - g. At that person's residence and who, with the permission of that person's parent or legal guardian, possesses the firearm for the purposes of exercising the rights contained in K.S.A. Supp. 21-5222, 21-5223 or 21-5225, and amendments thereto.

SECTION 6. That existing Section 8-27 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 7. That existing Section 8-28 of Article II, entitled "Uniform Public Offense Code" of Chapter 8, entitled "Public Offenses" of the Code of the City of Fairway, Kansas, is hereby amended to read as follows:

Sec. 8-28. Unauthorized possession of a weapon in City-owned buildings.

- (a) It is unlawful to possess a weapon in the following City-owned or leased buildings or offices; provided, that the premises are conspicuously posted in accordance with rules and regulations adopted by the attorney general as premises where carrying a concealed handgun is prohibited:
 - (1) Buildings where prohibited:

- a. 5252 Belinder Road, known as the Police Building;
 - b. The offices within 4210 Shawnee Mission Parkway, known as City Hall, or any other office in control of or leased by the City of Fairway;
 - c. 4717 Roe Boulevard, Roeland Park, KS, known as the Public Works Facility;
 - d. Any other City-owned or leased building.
- (2) This subsection (a) shall not apply to:
- a. Commissioned law enforcement officers, City employed security officers, fire personnel authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto, or military personnel, when the above listed individuals are engaged in their duties and to the extent they are allowed to be armed by federal, state or municipal law and the Fairway Police Department or Johnson County Consolidated Fire District Number 2 policy.
 - b. Attorneys when the weapon is possessed solely for the purpose of seeking to submit the item into evidence or seeking to examine said items in the course of a pending court proceeding.
- (b) For the purposes of this section, a weapon is any object that is calculated or reasonably likely to produce death or serious bodily injury and shall include, but not be limited to, a billy, blackjack, slung-shot, throwing star, nunchaku, metal knuckles, tear gas, smoke bomb or projector, pepper spray or any object containing a noxious liquid, gas or substance, stun gun, Taser gun, pistol, revolver, rifle, shotgun, any other firearm, any dangerous or deadly weapon or instrument.
 - (c) Nothing in this section shall restrict the ability of the Fairway Municipal judge to find any person in violation of these provisions in direct contempt of court as otherwise provided by law.
 - (d) A person who enters a City-owned building with a weapon in violation of this section may be required to forfeit any weapon so possessed, either temporarily or permanently, and may be ordered to leave the premises regardless of the public nature of the facility.
 - (e) It is unlawful to openly carry a loaded pistol, revolver, rifle, shotgun or other firearm on one's person or in the immediate control of a person, not licensed under the personal and family protection act, while on property open to the public, unless the firearm is secured in a holster with the safety on. Every individual openly carrying a loaded weapon shall maintain control of the weapon at all times.
 - (f) Every person convicted of violating this section shall be imprisoned for not more than one year or fined not to exceed \$2,500 or both the fine and imprisonment.

SECTION 8. That existing section 8-28 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 9. That existing Section 8-29 of Article II, entitled "Uniform Public Offense Code" of Chapter 8, entitled "Public Offenses" of the Code of the City of Fairway, Kansas, is hereby readopted to read as follows:

Sec. 8-29. Littering.

- (a) Littering is intentionally or recklessly depositing or causing to be deposited any object or substance into, upon or about:
 - (1) Any public street, highway, alley, road, right-of-way, park or other public place, or any lake, stream, watercourse, or other body of water, except by direction of some public officer or employee authorized by law to direct or permit these acts; or
 - (2) Any private property without the consent of the owner or occupant of that property.

SECTION 10. That existing section 8-29 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 11. That Section 8-30 of Article II, entitled "Uniform Public Offense Code" of Chapter 8, entitled "Public Offenses" of the Code of the City of Fairway, Kansas, is hereby readopted to read as follows:

Sec. 8-30. UNLAWFUL DISCHARGE OF A FIREARM.

Section 10.5 of the 2016 UPOC is hereby amended by deleting existing Section 10.5 and inserting in place thereof the following:

Section 10.5. Unlawful Discharge of a Firearm.

- (1) Unlawful discharge of a firearm is the reckless discharge of a firearm within or into the corporate limits of any city.
- (2) This section shall not apply to the discharge of any firearm within or into the corporate limits of any city if:
 - a. The firearm is discharged in the lawful defense of one's person, another person or one's property;
 - b. The firearm is discharged at a private or public shooting range;
 - c. The firearm is discharged by authorized law enforcement officers, animal control officers or a person who has a wildlife control permit issued by the Kansas department of wildlife, parks and tourism;
 - d. The firearm is discharged by special permit of the chief of police;

- e. The firearm is discharged using blanks; or
- f. The firearm is discharged in lawful self-defense or defense of another person against an animal attack. Unlawful discharge of firearms is a Class B violation.

SECTION 12. That Section 8-55 of Article III, entitled "Drugs" of Chapter 8, entitled "Public Offenses" of the Code of the City of Fairway, Kansas, be readopted to read as follows:

Sec. 8-55. CONTROLLED SUBSTANCES AND DRUG PARAPHERNALIA.

- (a) *Use or Possession Unlawful:* No person shall use or possess, with the intent to use within this City:
 - (1) Any simulated controlled substance; or
 - (2) Any drug paraphernalia used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the Uniform Controlled Substances Act.
- (b) *Delivery or Manufacture Unlawful:*
 - (1) No person shall sell, offer for sale, have in that person's possession with intent to sell, deliver, possess with the intent to deliver, manufacture with the intent to deliver or cause to be delivered within this City any drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of this Section or the Uniform Controlled Substances Act.
 - (2) No person shall knowingly deliver or cause to be delivered in this City any substance that is not a controlled substance:
 - a. Upon an express representation that the substance is a controlled substance or that the substance is of a nature or appearance that the recipient will be able to distribute the substance as a controlled substance; or
 - b. Under circumstances that would give a reasonable person reason to believe that the substance is a controlled substance.
 - (3) If any one (1) of the following factors is established, there shall be a presumption that delivery of a substance was under circumstances that would give a reasonable person reason to believe that a substance is a controlled substance:
 - a. The substance was packaged in a manner normally used for the illegal

delivery of controlled substances;

- b. The delivery of the substance included an exchange of or demand for money or other consideration for delivery of the substance, and the amount of the consideration was substantially in excess of the reasonable value of the substance; or
- c. The physical appearance of the capsule or other material containing the substance is substantially identical to a specific controlled substance.

(4) As used in this section, the term "or under circumstances where one reasonably should know" that an item will be used in violation of this section, shall include, but not be limited to, the following:

- a. Actual knowledge from prior experience or statements by customers;
- b. Inappropriate or impractical design for alleged legitimate use;
- c. Receipt of packaging material, advertising information or other manufacturer supplied information regarding the item's use as drug paraphernalia; or
- d. Receipt of a written warning from a law enforcement or prosecutorial agency having jurisdiction that the item has been previously determined to have been designed specifically for use as drug paraphernalia.

(c) *Determining Whether an Object is Drug Paraphernalia:* In determining whether an object is drug paraphernalia, a court shall consider, in addition to all other logically relevant factors, the following:

- (1) Statements by an owner or person in control of the object concerning its use;
- (2) Prior convictions, if any, of any owner or person in control of the object under any municipal, state or Federal law relating to any controlled substance;
- (3) The proximity of the object, in time and space, to a direct violation of this Article or the Uniform Controlled Substances Act;
- (4) The proximity of the object to controlled substances;
- (5) The existence of any residue of controlled substances on the object;
- (6) Advertising of the item in magazines or other means that specifically glorify, encourage or espouse the illegal use, manufacture, sale or cultivation of controlled substances;
- (7) Oral or written instructions provided with the object concerning its use.
- (8) Descriptive material accompanying the object that explains or depicts its use;

- (9) National and local advertising concerning the object's use;
 - (10) The manner in which the object is displayed for sale;
 - (11) Whether the owner or person in control of the object is a legitimate supplier of similar or related items to the community, such as a distributor or dealer of tobacco products;
 - (12) Direct or circumstantial evidence of the ratio of sales of the object or objects to the total sales of the business enterprise;
 - (13) The existence and scope of legitimate uses for the object in the community;
 - (14) Expert testimony concerning the object's use;
 - (15) Any evidence that alleged paraphernalia can or had been used to store a controlled substance or to introduce a controlled substance into the human body, as opposed to any legitimate use for alleged paraphernalia; and
 - (16) Direct or circumstantial evidence of the intent of an owner or person in control of the object to deliver it to a person in an instance where the owner or person in control of the object knows, or should reasonably know that the person to whom the object is delivered intends to use the object to facilitate a violation of this Section or the Uniform Controlled Substances Act. The innocence of an owner or person in control of the object as to a direct violation of this Section or the Uniform Controlled Substances Act shall not prevent a finding that the object is intended for use as drug paraphernalia.
- (d) *Drug Paraphernalia Sale and Display Prohibited:* It shall be unlawful for any person to sell, offer to sell, dispense, give away or display any instrument intended for use for inhaling or ingesting any controlled substance or drug in or upon any premises:
- (1) That are in close proximity to a school; or
 - (2) Open to minors, unless the instruments are kept in a part of the premises that is not open to view by minors or to which minors do not have access; provided, however, that display of any of these items at a place of display for educational or scientific purposes shall not be unlawful.
- (e) *No defense to prosecution.* The fact that an item has not yet been used or did not contain a controlled substance or drug at the time it was seized as evidence shall not be a defense to a charge that the item was possessed with the intention for use as drug paraphernalia.

SECTION 13. That existing Section 8-55 of the Code of the City of Fairway, Kansas, is hereby repealed.

SECTION 14. That Ordinance No. 1584 is hereby repealed.

SECTION 15. That the repeal of any ordinance or parts of an ordinance by this Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding under or by virtue of the repealed ordinance.

SECTION 16. That this ordinance shall take effect upon adoption and publication in the official City newspaper.

PASSED by the City Council this 10th day of October, 2016. **APPROVED** by the Mayor.

Jerry Wiley, Mayor

ATTEST:

Kathy Axelson, City Administrator /City Clerk

APPROVED AS TO FORM

Stephen P. Chinn, City Attorney



DATE: OCTOBER 10, 2016
TO: MAYOR AND CITY COUNCIL
FROM: ASSISTANT CITY CLERK KIM YOUNG
RE: EXPIRATION OF BUILDING PERMIT – DEFINED

BACKGROUND:

Administration Committee reviewed the building permit fee structure at their August meeting and recommended approval of the fee schedule.

Additionally, the Committee recommended that all new home permits are for a period of 360 days (one year) and repeal Fairway Municipal Code 15-852 (2) which previously allowed applicants to determine the duration of the permit and pro-rate the fees. The new fee structure has accounted for the one year time period of the permit.

All other permits are for 180 days (6 months) which complies with the IRC guidelines with the option to renew the permit for an additional 180 days and a fee of ½ the original permit fee.

RECOMMENDATION:

Based on the Administration Committee's discussion, Ordinance 1636 was drafted for recommended approval.

**CITY OF FAIRWAY, KANSAS
ORDINANCE NO. 1636**

**AN ORDINANCE OF THE CITY OF FAIRWAY, KANSAS, AMENDING
AND REPEALING SECTION 15-852 ENTITLED "APPLICATION
PROCEDURE" OF THE CODE OF THE CITY OF FAIRWAY, KANSAS.**

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

SECTION 1. That existing Section 15-852 entitled "Application Procedures" of the Code of the City of Fairway, Kansas, be amended to read as follows:

Sec. 15-852. - Application procedure.

Applications for building permits shall be filed with the City Clerk or his designated representative on a form furnished by the City for such purpose. The application shall be accompanied by any applicable fee. A building permit for a proposed project may be issued by the City if the application sets forth in reasonable detail all information required to determine that the construction, erection, alteration, restoration, remodeling or improvement shall in all respect conform with the provisions of this chapter.

- (1) Expiration of building permit. Every building permit issued by the City shall expire by limitation and become null and void if the project authorized by the building permit is not completed within one hundred and eighty (180) days from the date of issuance of the building permit. Before any such project can recommence after the building permit has expired, a renewal permit shall be first obtained. The renewal fee shall be one half ($\frac{1}{2}$) the amount required for a new building permit for the project; provided that no change has been or will be made to the original plans and specifications for the project. The renewal permit is valid for one hundred and eighty (180) days.
- (2) New residential construction permits will be issued for three hundred and sixty (360) days from the date of issuance.
- (3) Extension. The City may extend the permit up to an additional one hundred and eighty (180) days if it is determined that the project will require more than three hundred and sixty (360) days to complete, given reasonably diligent pursuit of construction of the project and extenuating circumstances. The fee to extend up to an additional one hundred and eighty (180) days is based on one-half ($\frac{1}{2}$) the amount of the original permit fee for the project. No building permit shall be renewed more than one hundred and eighty (180) days beyond the initial three hundred and sixty (360) day permit without the expressed authorization and approval of the City Council.
- (4) Appeal. In the event of the refusal of the City to issue a building permit, the applicant upon request shall have the right to appeal such decision to the Board of Zoning Appeals in accordance with the provisions of this chapter and State statutes.

SECTION 2. That existing Section 15-852 of the Code of the City of Fairway is hereby repealed.

SECTION 3. That the repeal of any ordinance or parts of an ordinance by this Ordinance shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding under or by virtue of the repealed ordinance.

SECTION 4. That this ordinance shall take effect upon its publication in an official City newspaper.

PASSED by the City Council this 10th day of October, 2016. **APPROVED** by the Mayor.

Jerry Wiley, Mayor

ATTEST:

Kathy Axelson, City Administrator/City Clerk

APPROVED AS TO FORM:

Stephen P. Chinn, City Attorney

CITY OF FAIRWAY
RESOLUTION NO. 2016-E

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF FAIRWAY,
KANSAS, UPDATING THE MASTER FEE SCHEDULE FOR THE ADMINISTRATION
AND PARKS AND RECREATION DEPARTMENTS**

WHEREAS, the Governing Body establishes the fees for all city services, permits and applications, most recently on February 14, 2011, by Resolution 2011-A; and

WHEREAS, the Governing Body has determined that it is necessary and proper for the City to revise some fees on the Master Fee Schedule and to adopt a new complete schedule for all such fees; and

WHEREAS, the Governing Body considered the revised Master Fee Schedule, attached as Exhibit A, and incorporated herein by this reference, at its regular meeting on October 10, 2016; and

NOW, THEREFORE, BE IT RESOLVED by the City of Fairway Governing Body that the Master Fee Schedule adopted February 14, 2011, by Resolution 2011-A is hereby repealed.

BE IT FURTHER RESOLVED that the Master Fee Schedule attached as Exhibit A and incorporated herein by this reference, is hereby adopted and shall apply starting January 1, 2017.

Adopted and approved this _____ day of _____, 2016.

Jerry W. Wiley, Mayor

ATTEST

Kathy A. Axelson, City Administrator/City Clerk

Approved as to form:

Stephen P. Chinn, City Attorney



BUILDING PERMIT FEE SCHEDULE

A building permit **MUST** be obtained at City Hall for the building or remodeling of ANY new or existing structure(s). See permit guidelines for specific projects.

All construction in the City of Fairway shall adhere to the Building Provisions of the Fairway Development Ordinances (Article 5), the 2012 International Building Code, 2012 International Residence Code, 2012 International Mechanical Code, 2012 International Plumbing Code, 2012 International Energy Conservation Code, 2012 International Fuel Gas Code and the 2011 National Electrical Code. (Including any and all amendments to all said Codes as set forth in the Fairway Development Ordinances.)

FIXED RESIDENTIAL PERMIT FEES

Includes plan review and required standard inspections. Provided, the City may also charge for any actual costs associated with any additional inspections, any re-inspections, or the use of any outside consultants for any plan review or inspections, as determined necessary by the City, or for any additional plan review resulting from any plan revision or modification.

Fence	\$55.00
Driveway	\$85.00
Roof	\$85.00
Siding	\$85.00
Deck/Patio	\$60.00
Storage Shed	\$60.00
Footing/Foundation	\$85.00
HVAC/Mechanical	\$70.00
Plumbing	\$70.00
Electrical	\$70.00
Demolition	\$110.00
Temporary Certificate of Occupancy	\$60.00
PC/BZA Application Fee	\$80.00

NEW RESIDENTIAL CONSTRUCTION PERMIT FEES

Includes required standard inspections. Provided, the City may also charge for any actual costs associated with any additional inspections, any re-inspections, or the use of any outside consultants for any plan review or inspections, as determined necessary by the City, or for any additional plan review resulting from any plan revision or modification.

NEW SINGLE FAMILY RESIDENCE PERMIT FEE

\$0.70 per square foot (includes basement and garage) for a one-year permit.

Residential construction that adds an entirely new principal building to a lot requires site plan approval by the Planning Commission. An application and \$80.00 non-refundable fee are required to be placed on the agenda for the next meeting.

RESIDENTIAL REMODEL, ADDITION AND OTHER PERMIT FEES

Includes required standard inspections. Provided, the City may also charge for any actual costs associated with any additional inspections, any re-inspections, or the use of any outside consultants for any plan review or inspections, as determined necessary by the City, or for any additional plan review resulting from any plan revision or modification.

Based upon cost of construction per the schedule below.

Project Cost	Fee	Plan Review/Inspection Fee	Total Fee
\$0-\$5,000	\$57.50	\$60.00	\$117.50
\$5,001-\$10,000	\$115.00	\$60.00	\$175.00
\$10,001-\$25,000	\$172.50	\$60.00	\$232.50
\$25,001-\$50,000	\$230.00	\$85.00	\$315.00
\$50,001-\$75,000	\$287.50	\$90.00	\$377.50
\$75,001-\$100,000	\$345.00	\$120.00	\$465.00
\$100,001-\$125,000	\$402.50	\$145.00	\$547.50
\$125,001-\$150,000	\$460.00	\$145.00	\$605.00
\$150,001-\$175,000	\$517.50	\$180.00	\$697.50
\$175,001-\$200,000	\$575.00	\$180.00	\$755.00
Over \$200,001	See below*	\$180.00	

* Over \$200,001, Fee = \$598.00 plus \$58.65 for each additional \$25,000 over \$200,000.

Projects that require review from the Planning Commission must submit an application and \$80.00 non-refundable fee to be placed on the agenda for the next meeting. This fee is in addition to the permit fee.

For all other residential remodels and additions not requiring site plan approval by the Planning Commission, a \$30.00 deposit is due upon submission of the plans and application. This is a non-refundable deposit and will be applied to the overall permit fee when the permit is issued.

COMMERCIAL PERMIT FEES

Includes required standard inspections. Provided, the City may also charge for any actual costs associated with any additional inspections, any re-inspections, or the use of any outside consultants for any plan review or inspections, as determined necessary by the City, or for any additional plan review resulting from any plan revision or modification.

Project Cost	Fee
\$1.00 to \$500.00	\$25.00
\$501.00 to \$2000.00	\$25.00 for the first \$500.00 plus \$3.10 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2001.00 to \$25,000.00	\$70.00 for the first \$2,000.00 plus \$14.30 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$400.00 for the first \$25,000.00 plus \$10.30 for each additional \$1,000.00 or fraction thereof to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$657.00 for the first \$50,000.00 plus \$7.15 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,020.00 for the first \$100,000.00 plus \$5.70 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,300.00 for the first \$500,000.00 plus \$4.85 for each additional \$1,000.00 or fraction thereof to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,721.00 for the first \$1,000,000.00 plus \$3.25 for each additional \$1,000.00 or fraction thereof.

The plan review fee will be 65% of the building permit fee as shown in the above Commercial Permit Fees table, plus any or all additional outside fees and costs.

Projects that require review from the Planning Commission must submit an application and \$80.00 non-refundable fee to be placed upon the agenda. This fee is in addition to the permit fee.

OTHER COMMERCIAL PERMIT FEES

Temporary Certificate of Occupancy	\$105.00
Certificate Of Occupancy	\$ 30.00
Banners and Temporary Business Signs	\$ 45.00
Business/Commercial Signs	\$105.00

The fee for these commercial permits is due upon submission of the application.

PLANNING COMMISSION FEES

For all applications requiring site plan approval by the Planning Commission as set forth above, the Planning Commission fee is already incorporated in the above-described permit fees.

For all other applications to the Planning Commission, a \$80.00 non-refundable application fee is due upon submission of the application.

BOARD OF ZONING APPEALS FEES

A \$80.00 non-refundable application fee is due upon submission of an application to the Board of Zoning Appeals for: (1) variances; (2) an appeal of an administrative decision.

A \$80.00 non-refundable application fee is due upon submission of an application to the Board of Zoning Appeals (serving as the City's Structural Appeals Board) with regard to an appeal of the Building Inspector/Codes Enforcement Officer's application of the City's adopted building codes or property maintenance code.

BUILDING PERMIT PERFORMANCE SURETY

As determined necessary, the Building Inspector may require sufficient performance surety in the form of bond as set forth in City Code Section 15-851.

FAILURE TO OBTAIN A BUILDING PERMIT/STOP WORK ORDER FEE

In the event any work, construction or other similar activity commences before obtaining any necessary building permit, the building permit fee will be doubled.

SPECIAL USE PERMIT FEE

As referenced in City Code Section 15-683, Special Use Permit procedures, the Special Use Permit fee is \$275.00, plus the \$80.00 non-refundable Planning Commission application fee.