CITY OF WESTWOOD
City Council Meeting
November 12, 2020 - 7:00 PM

Note: In an effort to mitigate the spread of COVID-19, this meeting will be held remotely via Zoom. As a result of the remote-holding of the City Council meeting, there will not be open Comment on Non-Agenda Items. Any comments for the City Council on non-agenda items must be submitted in writing to abby.schneweis@westwoodks.org prior to 5:00 PM on Thursday, November 12, 2020, to be shared at the meeting. Comments must be limited to five (5) minutes in length, as read.

Access Online
https://us02web.zoom.us/j/89776769065

or

Access by Phone
(312) 626-6799
Webinar ID: 897 7676 9065

Agenda Items

(313) Call to Order – Mayor David E. Waters

(314) Presentations
- A. Appointment of Planning Commissioner: Samantha Kaiser
- B. Appointment of City Prosecutor: Renee Gurney

(315) Comment on Non-Agenda Items

(316) Approval of Meeting Minutes
- A. October 8, 2020 City Council Meeting
- B. October 29, 2020 City Council Worksession

(317) City Treasurer's Report – None
- A. October Treasurer's Report
- B. October Appropriations Ordinance No. 720

(318) City Attorney Report – City Attorney Ryan Denk

(319) Administrative Report – City Clerk Leslie Herring
- A. Consider approval of 2021 Human Service Fund Recommendations Report – UCS of Johnson County
- B. Consider fence variance requests – Joint application of 2500, 2510, and 2516 W. 51st Ter.
- C. Discussion Item: Receive report on the scope of Planning Commission's review of certain sections of Westwood Zoning Ordinance Article 4 re: residential zoning districts
- D. Consider amendment to Contract for Building Official Services – Westwood Hills

E. Consider amendment to Contract for Codes Enforcement Services – Rental Property Inspections – Westwood Hills
F. Consider amendment to Contract for Building Official Services – Mission Woods
G. Consider Resolution No. 86-2020 declaring Indigenous Peoples' Day

VIII. Police/Court Report – Chief Greg O'Halloran
A. Consider Resolution No. 87-2020 adopting the Kansas Homeland Security Region L Hazard Mitigation Plan

IX. Public Works Report – Public Works Director John Sullivan
A. Consider professional services agreement with Uhl Engineering for design services and bid documents for the 2021 mill & overlay program

X. Committee Reports
A. Administration & Compensation Committee Report
B. Business & Community Affairs Committee Report
C. Public Safety Committee Report
D. Public Works Committee Report
E. Parks & Recreation Committee Report
F. Mayor's Report

XI. Adjournment

COUNCIL ACTION FORM
Meeting Date: November 12, 2020
Staff Contact: Leslie Herring, Chief Administrative Officer/City Clerk

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Agenda Item: Consider mayoral appointment to fill the vacated seat of Planning Commissioner Cindy Carlson

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Background / Description of Item:

Westwood Planning Commissioner Cindy Carlson notified the mayor of her relocation out of the Westwood in August 2020. Following an open call for candidates to fill her seat, the mayor received letters of interest from four (4) residents. Following an interview process where Mayor Waters and Planning Commission Chair Rob Junk met virtually with the interested individuals, Samantha Kaiser was identified as the candidate to be recommended for approval to the Governing Body pursuant to Section 1.4.2 of the Westwood zoning ordinance.

> **1.4.2 Commission Membership and Appointment**
>
> The Planning Commission shall consist of nine members, eight of whom shall be entitled to vote, and one nonresident, non-voting ex-officio member. The ex-officio member shall not be counted as a member for any purposes including obtaining a quorum, calculating any votes, or determining what constitutes a majority, except that this member may sit in an advisory capacity only. A minimum of seven voting members shall be residents of the City. No more than two of the members may reside outside the corporate limits but within three miles of the corporate limits of the City; of those, only one may be a voting member. All nine members shall be appointed by the mayor, with the consent of the Governing Body. The members of the Planning Commission shall be appointed for a term of three years each; however, the ex-officio member created by this Ordinance shall serve an initial term of one year and then thereafter shall be appointed for a term of three years. Appointments made to fill current vacancies shall be for the balance of the unexpired term only. Members of the Planning Commission shall serve without compensation for their services. Members of the Planning Commission may be removed for cause as provided by law.

Samantha Kaiser, who resides at 2417 W. 49th Terrace, as a qualified appointee, is being nominated to serve on the Westwood Planning Commission for a term of three years.

Staff Recommendation:
Confirm the appointment of Samantha Kaiser to the vacant Planning Commission seat.

Suggested Motion of the Mayor:
I move to appoint Samantha to serve on the Westwood Planning Commission for a term of three (3) years and for City Clerk Leslie Herring to administer the oath of office to Ms. Kaiser.

COUNCIL ACTION FORM
Meeting Date: November 12, 2020
Staff Contact: Chief Administrative Officer/City Clerk Leslie Herring

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Agenda Item: Consider appointment to office of City Prosecutor

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Background / Description of Item:
The City Prosecutor's position was vacated through retirement on August 31, 2020 and been filled on a pro bono basis since. The City has considered its options for filling the vacant position. After some consideration, Renee Gurney has been recommended to return to the role of City Prosecutor for the City of Westwood. This recommendation takes into consideration her more than two decades of experience as a presiding municipal court judge in another nearby jurisdiction and her previous service to the citizens of Westwood. Her depth of experience and knowledge in municipal court law is highly valued.

Such appointment is recommended pursuant to Westwood City Code Section 1-316:

> ***1-301. CITY PROSECUTOR; OFFICE; DUTIES.***
> (a) There is hereby established the office of city prosecutor. No person shall be eligible for the office of city prosecutor who is not an attorney at law admitted to practice law in the State of Kansas. The city prosecutor shall:
> (1) Attend meetings of the governing body when so directed to attend by the mayor or city attorney;
> (2) Advise the city council and all officers of the city upon legal questions affecting the city and its officers as may be submitted to him or her;
> (3) Draft such ordinances and other instruments in writing as may be submitted to him or her in the regular transactions of the affairs of the city;
> (4) Appear and prosecute all violations of city ordinances in municipal court;
> (5) Perform such other duties as may be prescribed by the governing body and the Kansas statutes.
>
> (b) The governing body may appoint a city prosecutor in accordance with section 1-301. In the event that there is no separate city prosecutor appointed, the city attorney shall serve in such capacity.

Renee Gurney, as a qualified and eligible appointee, is nominated to serve as the City Prosecutor.

Staff Recommendation:
Confirm the appointment of Renee Gurney to the vacant City Prosecutor position.

Suggested Motion of the Mayor:
I move to appoint Renee Gurney to serve as City Prosecutor for an indefinite term and for City Clerk Leslie Herring to administer the oath of office to Ms. Gurney.

City of Westwood, Kansas

City Council Meeting
4700 Rainbow Boulevard
October 8, 2020 – 7:00 p.m.
Held Remotely Via Zoom

Council Present:	David E. Waters, Mayor Jeff Harris, Council President Lisa Cummins, Councilmember Jason Hannaman, Councilmember Laura Steele, Councilmember Holly Wimer, Councilmember
Council Absent:	None
Staff Present:	Leslie Herring, CAO/City Clerk Greg O'Halloran, Chief of Police John Sullivan, Director of Public Works Ryan Denk, City Attorney Michelle Ryan, City Treasurer

Call to Order

Mayor David E. Waters called the meeting to order at 7:00 p.m. on October 8, 2020. The City Clerk called the roll. A quorum was present.

Proclamation: World Day of Remembrance for Road Traffic Victims

Mayor Waters read the World Day of Remembrance for Road Traffic Victims proclamation. He thanked Councilmember Steele for bringing this matter to the attention of the Council.

Appointment of City Treasurer

Mayor Waters invited Ms. Herring to introduce this appointment. Ms. Herring read from the staff report and introduced City Treasurer nominee Michelle Ryan. Mayor Waters moved to appoint Ms. Ryan City Treasurer and have Ms. Herring administer the oath of office. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote. Ms. Herring administered the oath of office to Ms. Ryan.

Appointment of Alternate to Johnson County Stormwater Management Advisory Council: Leslie Herring

Mayor Waters invited staff to introduce this appointment. Mr. Sullivan provided background and stated support for the appointment of Ms. Herring as the City's alternate appointee. Councilmember Cummins moved to appoint Chief Administrative Officer/City Clerk Leslie Herring to serve as alternate to Public Works Director John Sullivan on the Johnson County Stormwater Management Advisory Council. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Appointment of Alternate to Johnson County Assisted Road Systems (CARS) Technical Review Committee: Leslie Herring

Mayor Waters invited staff to introduce this appointment. Mr. Sullivan provided background and stated support for the appointment of Ms. Herring as the City's alternate appointee. Councilmember Cummins

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moved to appoint Chief Administrative Officer/City Clerk Leslie Herring to serve as alternate to Public Works Director John Sullivan on the Johnson County County Assistance Road System (CARS) program Technical Review Committee. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Comment on Non-Agenda Items

Any comments for the Governing Body on non-agenda items were to be submitted to Ms. Schneweis by 5:00 pm on Thursday, October 8, 2020 to be shared during the meeting. Comments were to be limited to five minutes in length, as read.

Jayme Tebow, 4952 Norwood Street, submitted a written comment, the full comments are attached in Appendix A of these recorded minutes.

Mayor Waters invited Council conversation about Ms. Tebow's comments. Ms. Steele inquired as to the process for residents requesting use of City facilities. Mayor Waters responded that there isn't currently a formal process. There was some discussion amongst Council about Ms. Tebow's requested Halloween event.

Margot Herster, formerly of Westwood, submitted a written comment, the full comments are attached in Appendix A of these recorded minutes.

Mayor Waters informed the Council that the allegations in Ms. Herster's comments are being investigated and are being taken seriously. He further stated that responses to the KORA requests are being provided to Ms. Herster. He opened the topic up for Council questions or discussion, if any. Mr. Harris asked how, generally, complaints like Ms. Herster's are handled. Mr. Denk provided a description of how these processes work in other jurisdictions, as complaints like this are not common in Westwood. Mayor Waters stated that the legal aspects of this matter will be discussed in executive session as a subject of attorney-client privilege.

Approval of September 10, 2020 City Council Meeting Minutes

Minutes from the September 10, 2020 Council meeting were included in the agenda packet. Motion by Councilmember Harris to approve minutes as submitted. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

Treasurer's Report

Mayor Waters invited City Treasurer Michelle Ryan to share the reports and appropriations ordinances included in the packet. Ms. Ryan presented the new appropriations ordinance format. She also walked through the new format of the treasurer's report and shared general details on the City's finances for the months of August and September. As there was no treasurer's report nor appropriations ordinance presented at the September meeting, and since there was no appropriations ordinance presented at the August meeting, those report and ordinances were presented at this time. Mayor Waters invited representatives of the Administration and Compensation Committee to make comment on the new reports or transition. Mr. Hannaman offered that the new software allows staff to easily access, and provide to Councilmembers, detail not included in the treasurer's report in between meetings.

Motion by Councilmember Hannaman to approve Appropriations Ordinance No. 717 for July 2020 as submitted. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

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Motion by Councilmember Hannaman to approve Appropriations Ordinance No. 718 for August 2020 as submitted. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Motion by Councilmember Hannaman to approve Appropriations Ordinance No. 719 for September 2020 as submitted. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

City Attorney Report
Mr. Denk had nothing to report.

Administrative Report
Ms. Herring referred to the report included in the packet.

Consider Service Agreement with IBTS for Back-up Building and Codes Services
Ms. Herring referred to the staff report in the packet and offered to answer any questions. Motion by Councilmember Harris to allow the Mayor to execute a service agreement with Institute for Building Technology and Safety ("IBTS") for an initial two-year term of October 8, 2020 – October 8, 2022.. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Public Safety Report
Chief O'Halloran referred to the October 2020 Public Safety report and offered to answer any questions.

Chief O'Halloran noted Westwood City Hall hosted a meeting with local religious leaders and local law enforcement agencies and the event was a great success.

Chief O'Halloran noted also that the police department and municipal court clerk participated in a biased-based police training at Westwood City Hall and that it was a very valuable opportunity.

Consider Agreement with Westwood Hills for Public Safety Services
Chief O'Halloran provided background on the item and offered to answer questions. Mr. Hannaman asked how long the current rate has remained unchanged. Chief O'Halloran responded that this rate has been active for the last three years. Ms. Cummins moved to authorize the Mayor to execute the Public Safety Agreement with Westwood Hills, Kansas, to take effect January 1, 2021 for an initial period of one (1) year. Second by Councilmember Harris. Motion carried by a 5-0 voice vote.

Consider Binding Cyber Liability Coverage for the City of Westwood through Beazley
Chief O'Halloran provided background on the item and offered to answer questions. Mayor Waters invited questions from the Council. None were heard. Ms. Cummins moved to authorize Boulevard Insurance to bind coverage of cyber liability insurance with Beazley Insurance Company, Inc., at premium of $1,250 a year for an initial term of one year. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Consider Service Agreement with Johnson County Department of Technology and Innovation (DTI)
Chief O'Halloran provided background on the item and offered to answer questions. Mayor Waters invited questions from the Council. Ms. Cummins requested clarification on the term of the contract. The term follows the calendar year and will expire December 31, 2021. Councilmember Wimer moved to authorize the Mayor to sign the contract with Johnson County DTI to continue to provide services in 2021 to the Westwood Police Department after the final price is determined. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

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Public Works Report

Mr. Sullivan commended the team working on migrating over to the new financial system and expressed his satisfaction with Ms. Ryan as City Treasurer. He then referred to the October 2020 Public Works report and offered to answer any questions. He noted that the new crosswalk on Rainbow Blvd at KU is installed and has been a welcome addition for pedestrian safety.

Consider Accepting Quote of Guier Fence Co. for Installation of a Fence at 5050 Rainbow Blvd.

Mr. Sullivan presented this item and the quote and offered to answer any questions. Ms. Wimer asked for clarification on the installation timeline. Mr. Sullivan stated the contract allows for 90 days but it will likely be closer to six to eight weeks. Mr. Hannaman asked whether there will be additional landscaping added around the fencing. Mr. Sullivan stated that he welcomes direction from the Council. Councilmember Wimer moved to authorize the Mayor to accept the quote of Guier Fence Co. for installation of a fence at 5050 Rainbow Blvd. in an amount not to exceed $14,060.00. Second by Councilmember Cummins. Motion carried by a 5-0 voice vote.

Consider Accepting Estimate of Golconda Group, LLC for Concrete Repairs at Five Separate Locations

Mr. Sullivan presented this item and the quote and offered to answer any questions. Mayor Waters invited questions from the Council. None were heard. Councilmember Harris moved to authorize the Mayor to accept the estimate of Golconda Group, LLC for work as detailed above in an amount not to exceed $25,930.00. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Confirm the Selection Committee's Recommendation of GBA as the Design Consultant for the 2022 W. 47th Street/Avenue Complete Streets Project

Mr. Sullivan presented this item and the quote and offered to answer any questions. Mayor Waters invited questions from the Council. None were heard. Councilmember Steele moved to authorize the Mayor to enter into an agreement with George Butler Associates, Inc. for design-engineering services for the 47th St. Complete Streets project for services as outlined in their proposal dated September 15, 2020. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Consider accepting quote of Temp Con, Inc. for HVAC replacement at City Hall

Mr. Sullivan presented this item and the quote and offered to answer any questions. Mayor Waters attested that the building has been cold and invited questions from the Council. Ms. Cummins recalled that a couple other units were replaced previously for a much higher price and wondered if they are substantially different units or if we are getting a good deal. Mr. Sullivan stated that those were different units but that we also did get a good price on this unit, less than had been estimated. Councilmember Hannaman moved to authorize the Mayor to accept the quote of Temp-Con, LLC for replacement of the HVAC unit at City Hall in an amount not to exceed $12,534.77. Second by Councilmember Cummins. Motion carried by a 5-0 voice vote.

Consider professional services agreement with Uhl Engineering for design services and bid documents for the 2021 mill & overlay program

Mr. Sullivan presented this item and the quote and offered to answer any questions. Mayor Waters clarified that this item is for design services only and is not for construction costs. Mr. Sullivan affirmed and also stated that there will also be limited cost sharing with Westwood Hills and Kansas City, MO and interlocal agreements are being drafted now for future use. Mayor Waters invited questions from the Council. Mr. Harris asked whether this planned work will interact with the active construction plans of Midwest Transplant Network, located near the project area. Mr. Sullivan and Ms. Herring jointly responded that this project shouldn't be of impact to that project. Mr. Hannaman sought clarification on

the contract cost; he anticipated the cost to be less than what is presented given the typical relationship between construction costs and design costs. Mr. Sullivan acknowledged that these costs are a little higher than he expected, too. Mr. Sullivan offered to get more information and bring back a response before the Council acts on the item. Mayor Waters offered to table the item and have it come back to the Public Works Committee prior to Council action. The Council arrived at consensus to take that course of action.

Committee Reports

a. Administration & Compensation Committee

Councilmember Hannaman had nothing to report.

b. Business & Community Affairs Committee

Councilmember Cummins reported that the committee is hosting a virtual business luncheon and invited Ms. Steele to provide the details, as she has spear-headed the effort. Ms. Steele provided such details. Mayor Waters thanked the committee and encouraged councilmembers to share the details with neighbors and local businesses.

c. Public Safety Committee

Councilmember Harris reported that the committee has an upcoming meeting to discuss current, relevant topics; build relationships with Westwood Hills and Mission Woods; and to encourage an interactive conversation amongst the three communities with regard to public safety.

d. Public Works Committee

Councilmember Steele invited Ms. Herring to present the topic. Ms. Herring presented the PowerPoint included in the packet and also the resolution and policy document as drafted. Ms. Steele provided additional comments. Mayor Waters invited questions from the Council. Ms. Cummins stated her appreciation for how this topic was presented and thanked the Public Works Committee for working on it. Mr. Harris noted the impact of this policy on private development. Mayor Waters commented that the relationship between private projects and public streets and infrastructure will be likely be focused on the physical connection between properties. Councilmember Cummins moved to approve Resolution 85-2020 adopting the Complete Streets policy. Second by Councilmember Steele. Motion carried by a 5-0 voice vote. Mayor Waters noted that this will go next to the Planning Commission with a request that they consider appending it to the Comprehensive Plan.

e. Parks & Recreation Committee

Councilmember Wimer noted the Kansas City Symphony will be performing in the parking lot at City Hall on Sunday, October 11th at 6pm and thanked Ms. Steele for her assistance with marketing the event.

Mayor's Report

Mayor Waters noted that the Northeast Johnson County Chamber of Commerce is hosting a virtual event this year and encourages councilmembers to attend. The City is a sponsor.

Mayor Waters also noted that the Shawnee Mission School District Foundation is hosting a virtual event this year and encourages councilmembers to attend. The City is a sponsor.

Executive Session – Attorney-client relationship

Mayor Waters noted that an executive session has been requested for consultation with the City Attorney which would be deemed privileged in the attorney-client relationship. He requested input on

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how much time would need needed for executive session and also whether a short recess should be called prior to convening in executive session. Ms. Herring recommended the Council recess until 9:35 PM, convening at that time in executive session. Mayor Waters recommended 15 minutes for the executive session. Councilmember Cummins moved to convene executive session for matters deemed privileged in the attorney-client relationship and personnel matters until 9:50 PM. Second by Councilmember Harris. Motion carried by a 5-0 voice vote.

The Council reconvened at 9:50 PM.

Councilmember Harris moved to reconvene executive session for matters deemed privileged in the attorney-client relationship and personnel matters until 10:15 PM. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

The Council reconvened at 10:15 PM.

Adjournment

Motion by Councilmember Cummins to adjourn the meeting. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote. The meeting adjourned at 10:17 PM.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Leslie Herring, City Clerk

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October 5, 2020

Dear members of the Westwood City Council and Staff,

I requested permission to have a drive-by ONLY event for two hours at the City Hall parking lot on Halloween night to pass out Halloween goody bags to elementary age children. The first response from our City Clerk, Leslie Herring, was "great idea." I was asked to contact Holly Wimer, chairperson of our Parks and Recreation Committee. Her response was "awesome idea."

I was informed several days later that the "Team" had denied my request based on safety concerns. It was also suggested that I hold the event at Olivet Baptist Church parking lot. What a disaster that would be trying to direct traffic in and out of the church lot along busy Mission Road.

I was actually shocked that my request was denied when other events by Westwood residents had already taken place at the City Hall parking lot: Car show/swap meet which used City Hall public facilities (restrooms and water fountain) with food provided and served without any repercussions; a shredding event with another scheduled on October 10, plus the Kansas City Symphony concert on October 11. This Halloween event will be safer than those events. I was never asked for additional information or more details thereby working together to satisfy all concerns.

The KDHE has discouraged door-to-door trick or treating. They have encouraged alternate options such as Movies in the Park, car parades, etc. This event is exactly in line with KDHE recommendations. According to an article in the Shawnee Mission Post, there are at least SIX of our Northeast JoCo neighboring cities hosting Halloween events ON CITY PROPERTY. Why not Westwood?

My top priority is our children's safety. I am disappointed in our City's decision to deny our children this opportunity to enjoy as they look forward to this holiday all year. My hope during this pandemic was to bring a little joy and happiness to our young children.

- This will be a drive-thru only event.
- It will be held for two hours: 5:00-7:00pm on Saturday October 31st. (NEGOTIABLE)
- Volunteers from the Westwood Women's Club will pass out goody bags while adhering to CDC guidelines.
- Entrance and Exit directional signs would be in place.

I think this was a hasty decision. I was attempting to retain some sense of community spirit during this stressful time for Westwood parents and children alike. I hope all of you will agree to reconsider my request. Thank you in advance for your time.

Respectfully

Jayme Tebow

Jayme Tebow
President, Westwood Women's Club
4952 Norwood St

From: Margot Herster <margot@bureauofchange.org>
Sent: Thursday, October 8, 2020 4:38 PM
To: Abby Schneweis <abby.schneweis@westwoodks.org>
Cc: jeffharriswwcc@gmail.com
Subject: Revised Public comment for 10/8 City Counsel Meeting.

Abby,

Please replace the public comment I sent you yesterday with the revised version below.

Please read the following below, in purple text to include 1) my statement on the City's inadequate responsiveness to reports of discriminatory police misconduct, and my 10/6 email to the Mayor, as my public comment.

I have a civil rights complaint about an incident involving Westwood Police and Woodside that occurred in August. I have received no substantive response to my 10/6/2020 email to Mayor Waters.

Today, I learned that Westwood PD, with knowledge of Chief Hallahan because he was copied on emails, allowed the offending officer to handle requests for information that I sought related to his own misconduct.

Westwood PD has been aware of it's misconduct since day one.

During my arrest and transfer at least one officer behaved professionally and expressed her discomfort with the arresting officer. A female officer present noted misconduct, verbalized, *I don't want anything to do with this*, then relieved herself of duties.

While I appreciate a response today, months late and suspiciously prior to it's announcement in a public meeting, the Chief's response includes a run-around excuse...*we tried to call but your mailbox was full.*

Anything other than a swift, assertive answer that admits and denounces the misconduct, implements consequences for officers involved, and is followed by systemic changes in department culture and policy is insufficient. Without this, police misconduct perpetuates, harm to victims escalates, and public trust disintegrates.

I am requesting the support of the City of Westwood to resolve my complaint of police misconduct, as well as Woodside's improper and undo influence on the Westwood police force.

October 8, 2020

Mayor David Waters
City of Westwood
4700 Rainbow Blvd
Westwood, KS 66205

Dear Mayor Waters,

I am writing to seek your assistance with a troubling incident involving Woodside Club, Woodside Village North apartments and the Westwood Police Department.

Woodside engaged the Westwood police department in retaliation against me for complaints I made and for organizing with other tenants regarding violations of tenant-landlord rights and consumer protection law at Woodside. I also reported unsafe conditions at the Club and apartments such as Covid-19 order violations, fallen parking lot lights with broken glass at doors to where kids were playing tennis, and exposed electrical hazards on the grounds and inside club facilities.

It's not surprising that Woodside had a Covid-19 outbreak; it was violating the state's public health order.

As retribution and to intimidate and silence me, Woodside senior management called on Westwood police. Senior management made a malicious and frivolous police call and false criminal report, then directed a Westwood police officer to arrest me. This is a common tactic used by corporate entities against prospective litigants, whistleblowers and activists. It is a form of harassment akin to swatting.

Led by a member of Woodside senior management, Woodside employees first tried to falsely imprison me themselves. One senior manager ran after me and lunged at me making me fear she was to trying to grab, tackle and forcibly detain me herself after she and two other employees physically attempted to block with their bodies and trap me in the Woodside spa.

Prior to this incident, after I reported violations of law at Woodside, I noticed Westwood police surveilling me. After my arrest, Woodside police continued to harass me by surveilling and questioning me while I was photographing public safety hazards at Woodside.

I am a domestic violence victim and active target of intimate partner abuse by my ex-husband who has been engaged in prolonged financial, medical and legal abuse via my divorce proceedings, misappropriating my stimulus check, and marital financial fraud assisted by members of his family. Perhaps notably, my abusive ex-husband’s family is also associated with both Woodside Club and their law firm, Polsinelli.

I need to feel safe and rely on law enforcement and city officials to protect me in emergencies. I do not feel safe at all in Westwood.

During my unlawful arrest at the direction of a Woodside Club employee, Westwood PD violated my civil rights and lawful criminal procedure. For one, the arresting officer forcibly disrobed me full frontal naked while arresting me on the sidewalk and in the parking lot in front of a crowd at Woodside Club. This is sexual assault.

The arresting officer failed to ask questions, collect evidence, investigate or read me my rights prior to arresting me. He simply followed instruction of a Woodside employee. There was no threat, I did nothing that could have been perceived as dangerous and I had no weapons. I obeyed all instructions of the officer and did not resist arrest. There is no reason that could have justified this conduct.

The officer proceeded to treat me roughly and injure me, apparently not taking seriously the severity of my pelvic condition for which I was undergoing treatment and physical therapy and that I informed him of. I sought medical care while detained at Westwood. Instead of help, the officer locked me in a freezing cold holding cell without proper clothes, aside from my soaking wet bathrobe. In addition to way below room temperature, the holding cell was unsanitarily dirty with a filthy toilet. I received no medical help until transferred to Olathe, where I was placed in the medical wing. However, I repeatedly requested pain and anti-inflammatory medicine and a medical assessment of my pelvic injury to no avail. At no time at Westwood or at Olathe did I receive a phone call or opportunity to access an attorney after asking repeatedly and asserting my right to remain silent. Despite this, the Woodside officer continued to interrogate me.

The Westwood arresting and booking officers also refused to take my report of assault, false imprisonment, and making malicious police reports with false claims of criminal activity by Woodside senior management.

Since my arrest and detainment from August 13 to August 14, 2020, I contacted the Westwood PD multiple times to request my police report and to inquire about charges.

It's been almost two months, and I have still haven't received my police report nor any response from the Westwood police department in compliance with my rights as an arrestee or the Kansas Open Records Act.

I am very concerned about the City of Westwood's and the Westwood police department's history of inappropriate relationships with Blair Tanner and Woodside, by supporting exploitative corporate profit via tax deals and racially discriminatory policing near Woodside. Now your police department has sexually assaulted me and violated my civil rights in yet another incident involving Woodside.

My understanding is that your administration is new and different. I am requesting your assistance to intervene on my behalf to remedy the misconduct of your police department.

Respectfully,

Margot Herster

City of Westwood, Kansas

City Council Worksession
4700 Rainbow Boulevard
October 29, 2020 – 6:00 PM
Held Remotely Via Zoom

Council Present:	David E. Waters, Mayor Jeff Harris, Council President Lisa Cummins, Councilmember Jason Hannaman, Councilmember Laura Steele, Councilmember Holly Wimer, Councilmember
Council Absent:	None
Staff Present:	Leslie Herring, CAO/City Clerk Greg O'Halloran, Chief of Police John Sullivan, Director of Public Works

Call to Order

Mayor David E. Waters called the meeting to order at 6:00 p.m. on October 29, 2020. The City Clerk called the roll. A quorum was present.

Complete Streets Planning

Ms. Herring led a discussion about current housing topics in Westwood. She presented a PowerPoint for reference at the worksession, which is included in the meeting packet.

Adjournment

Mayor Waters adjourned the meeting at 7:50 p.m.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Leslie Herring, City Clerk

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City of Westwood
Treasurer's Report
10/31/2020

1. Balance Sheet by Fund – shows overall cash balances for the City
    a. Debt service fund – shows a negative fund balance $(53,789.62) this is due to the November debt payment - based on budget we will be proposing a transfer into this fund next month to bring the cash balance positive again before year end.
    b. Ending unencumbered cash through 10/31/2020 at $2,399,222.91. To compare that to prior year Unencumbered cash at 12.31.19 was at $1,910,729. Cash is up through the last 10 months.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
    a. The beginning cash for the period was higher due to some expenses for September that were paid in October. October expenditures are current.
3. Statement of Operations – General Fund
    a. Overall Revenue tends to be right on track with prior year, up by $288 compared to prior year. $2,284,209.53 through 10.31.20, $2,283,921.02 through 10.31.19.
        i. The increase in assessed valuation in the current budget year has helped offset some of the unexpected decreases in fee revenue.
        ii. City and County sales tax revenue continues to be higher than projected. October increased over prior year by about $12K more over October 2019. Collections remained about the same as collections in September 2020.
        iii. Other Income is supplemented with some additional COVID Expenditures Reimbursed in October of about $9K.
    b. Overall Expenditures are down about $108K from prior year once taking out the prior year bond project costs of $2.25M that were later reclassified to a different fund.
        i. General Overhead total expenditures to date of $377,812.05, Prior year at $403,487.39 which is a decrease of $25K. The prior year had a transfer of $17K that is added into this prior year total. So without that transfer this department is about $8K below prior year.
        ii. Administrative expenditures in current year are $252,754.68 up from prior year of $237,222.81 by about $15K. This is solely due to an increase in computer expenses that aligns with an increase in the budget for that line item.
        iii. Public Works expenditures in current year are $373,043.55 decreased from $438,386.86 in the prior year, about a $65K decrease. This is due to decreases in engineering costs as well as equipment and maintenance line items.
        iv. Police expenditures in the current year are $878,071.69 down from prior year of $894,068.22 for a decrease of $16K. This is largely due to decrease in professional fees expense accounts as well in fuel expenses.
        v. Parks and Rec expenditures in the current year are $26,394.85 down from $43,359.17 in the prior year for a $17K decrease.
    c. Net Receipts Over (Under) Expenditures in the General Fund with the Bond Project costs removed show current year at $376,132.71 compared to $267,396.57 in the prior year. This is all due to the decrease of expenditures since revenue is holding steady at prior year levels.
    d. Still well under budget authority of $2,939,534 for the year, total expenditures of $1,908,076.82 through October with $207,404.35 total expenses for this month. We will continue to monitor this as we near year end.
4. Other Funds – Current Month and Year to Date
    a. These funds seem to have normal activity of collections and expenditures.
    b. The Debt Service Fund did make a semi-annual payment on the new GO Bonds that is due in November for $51,607.47.
    c. We continue to work on some additional analysis of prior year fund balance that was carried over from prior years in these other funds.

I am happy to answer any questions and stand for any comments at the meeting or upon request.
Michelle Ryan, City of Westwood Treasurer

City of Westwood, Kansas
Balance Sheet by Fund
As of October 31, 2020

	General Fund 10/31/2020	Capital Improvements Fund 10/31/2020	Equipment Reserve Fund 10/31/2020	Stormwater Fund 10/31/2020	Special Highway Fund 10/31/2020	Woodside TIF/CID Fund 10/31/2020	Debt Service Fund 10/31/2020	All Funds 10/31/2020
Assets								
Current Assets								
Cash In Bank	1,044,074.74	454,400.24	71,432.03	374,614.87	231,119.53	276,762.50	(53,789.62)	2,398,614.29
Cash In Bank - Bond Fund	35,036.55	0.00	0.00	0.00	0.00	0.00	0.00	35,036.55
Cash In Bank - Woodside Village Acct	9.35	0.00	0.00	0.00	0.00	0.00	0.00	9.35
Bill.com Money Out Clearing	191.90	0.00	0.00	0.00	0.00	0.00	0.00	191.90
Total Current Assets	1,079,312.54	454,400.24	71,432.03	374,614.87	231,119.53	276,762.50	(53,789.62)	2,433,852.09
Total Assets	**$ 1,079,312.54**	**$ 454,400.24**	**$ 71,432.03**	**$ 374,614.87**	**$ 231,119.53**	**$ 276,762.50**	**$ (53,789.62)**	**$ 2,433,852.09**
Liabilities and Fund Balance								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	34,619.99	0.00	0.00	0.00	0.00	0.00	0.00	34,619.99
Total Current Liabilities	34,629.18	0.00	0.00	0.00	0.00	0.00	0.00	34,629.18
Total Liabilities	34,629.18	0.00	0.00	0.00	0.00	0.00	0.00	34,629.18
Fund Balance								
Fund Balance	668,550.65	517,512.64	71,432.03	260,053.36	173,551.31	173,542.76	46,084.55	1,910,727.30
Fund Balance - Current Year	376,132.71	(63,112.40)	0.00	114,561.51	57,568.22	103,219.74	(99,874.17)	488,495.61
Total Fund Balance	1,044,683.36	454,400.24	71,432.03	374,614.87	231,119.53	276,762.50	(53,789.62)	2,399,222.91
Total Liabilities and Fund Balance	**$ 1,079,312.54**	**$ 454,400.24**	**$ 71,432.03**	**$ 374,614.87**	**$ 231,119.53**	**$ 276,762.50**	**$ (53,789.62)**	**$ 2,433,852.09**

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Cash Flow
For the One Month Ended October 31, 2020

	General Fund Month Ending 10/31/2020	Capital Improvements Fund Month Ending 10/31/2020	Equipment Reserve Fund Month Ending 10/31/2020	Stormwater Fund Month Ending 10/31/2020	Special Highway Fund Month Ending 10/31/2020	Woodside TIF/CID Fund Month Ending 10/31/2020	Debt Service Fund Month Ending 10/31/2020	All Funds Month Ending 10/31/2020
Unencumbered Cash, Beginning Period	**1,111,889.96**	**432,195.53**	**71,432.03**	**374,912.89**	**212,670.42**	**271,111.38**	**2,354.04**	**2,476,566.25**
Receipts								
Taxes	74,848.11	22,464.89	0.00	0.00	0.00	0.00	6.31	97,319.31
Fees and Licenses	52,183.81	0.00	0.00	0.00	0.00	0.00	0.00	52,183.81
Building Permits	5,408.10	0.00	0.00	0.00	0.00	0.00	0.00	5,408.10
Intergovernmental	27,859.78	0.00	0.00	0.00	0.00	0.00	0.00	27,859.78
Stormwater Utility Fee	0.00	0.00	0.00	47.27	0.00	0.00	0.00	47.27
State Hwy Maintenance	(3,735.45)	0.00	0.00	0.00	14,830.20	0.00	0.00	11,094.75
Special Highway Fund Revenue	0.00	0.00	0.00	0.00	3,618.91	0.00	0.00	3,618.91
WV CID-1	0.00	0.00	0.00	0.00	0.00	5,221.73	0.00	5,221.73
WV CID-2	0.00	0.00	0.00	0.00	0.00	11,588.09	0.00	11,588.09
Fines	6,833.00	0.00	0.00	0.00	0.00	0.00	0.00	6,833.00
Miscellaneous	11,679.58	0.00	0.00	0.00	0.00	0.00	0.00	11,679.58
Total Receipts	**175,076.93**	**22,464.89**	**0.00**	**47.27**	**18,449.11**	**16,809.82**	**6.31**	**232,854.33**
Expenditures								
Salary & Benefits	165,243.89	0.00	0.00	0.00	0.00	0.00	0.00	165,243.89
Employee Expenses	1,096.67	0.00	0.00	0.00	0.00	0.00	0.00	1,096.67
Professional Fees	5,135.68	0.00	0.00	0.00	0.00	0.00	0.00	5,135.68
General Operating Expenses	6,256.28	0.00	0.00	26.94	0.00	0.00	0.00	6,283.22
Utilities	26,582.33	0.00	0.00	0.00	0.00	0.00	0.00	26,582.33
Equipment and Maintenance	2,839.50	0.00	0.00	318.35	0.00	0.00	0.00	3,157.85
Street and Stormwater	0.00	260.18	0.00	0.00	0.00	0.00	4,542.50	4,802.68
Park and Events	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	11,158.70	51,607.47	62,766.17
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	**207,404.35**	**260.18**	**0.00**	**345.29**	**0.00**	**11,158.70**	**56,149.97**	**275,318.49**
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Payables	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Refundable Bond Deposits	(250.00)	0.00	0.00	0.00	0.00	0.00	0.00	(250.00)
Unencumbered Cash, End of Period	**$ 1,079,312.54**	**$ 454,400.24**	**$ 71,432.03**	**$ 374,614.87**	**$ 231,119.53**	**$ 276,762.50**	**$ (53,789.62)**	**$ 2,433,852.09**

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
General Fund
For The One Period and Ten Periods Ended October 31, 2020 and 2019

	Month Ending 10/31/2020 Actual	Year To Date 10/31/2020 Actual	Year To Date 10/31/2019 Prior Year	Year Ending 12/31/2020 Current Budget	(Under)/Over Budget
Receipts					
Taxes	$ 74,848.11	$ 1,470,975.20	$ 1,393,740.86	$ 1,647,019.00	$ (176,043.80)
Fees and Licenses	52,183.81	379,236.37	394,988.95	485,200.00	(85,941.13)
Building Permits	5,408.10	37,593.05	41,969.41	169,200.00	(131,148.45)
Intergovernmental	27,859.78	267,876.76	290,114.99	346,500.00	(78,623.24)
Restricted Use	(3,735.45)	0.00	11,864.12	0.00	0.00
Fines	6,833.00	109,805.25	141,643.91	140,000.00	(30,194.75)
Grants and Donations	0.00	43.75	0.00	0.00	43.75
Miscellaneous	11,679.58	18,679.15	9,598.78	3,050.00	15,631.65
Total Receipts	175,076.93	2,284,209.53	2,283,921.02	2,790,969.00	(486,275.97)
Expenditures					
General Overhead					
Salary & Benefits	2,155.97	42,482.47	46,021.44	60,652.00	(18,169.53)
Professional Fees	3,440.98	114,079.89	115,852.33	133,400.00	(19,320.11)
General Operating Expenses	643.59	11,003.55	10,299.33	14,780.00	(3,776.45)
Utilities	23,920.23	199,133.64	205,306.00	244,057.00	(39,973.22)
Equipment and Maintenance	0.00	0.00	0.00	0.00	2,039.39
Park and Events	250.00	3,832.00	7,960.79	14,750.00	(10,918.00)
Miscellaneous	0.00	0.00	760.00	15,000.00	(15,000.00)
Intergovernmental					
Building Permit Reimbursement - WWH	0.00	2,692.50	0.00	0.00	2,692.50
Building Permit Reimbursement - MW	0.00	4,588.00	0.00	0.00	4,588.00
Total Intergovernmental	0.00	7,280.50	0.00	0.00	7,280.50
Interfund Transfers	0.00	0.00	17,287.50	327,040.00	(327,040.00)
Total General Overhead	30,410.77	377,812.05	403,487.39	809,679.00	(424,877.42)
Administrative					
Salary & Benefits	27,266.69	223,260.63	225,190.02	279,450.00	(56,094.26)
Employee Expenses	563.00	5,371.38	4,813.98	5,600.00	(228.62)
Professional Fees	0.00	1,291.00	0.00	0.00	2,931.00
General Operating Expenses	509.00	22,053.40	5,588.80	21,030.00	1,023.40
Utilities	290.92	290.92	0.00	0.00	290.92
Park and Events	0.00	487.35	1,630.01	2,000.00	(1,512.65)
Interfund Transfers	0.00	0.00	0.00	3,000.00	(3,000.00)
Total Administrative	28,629.61	252,754.68	237,222.81	311,080.00	(56,590.21)

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
General Fund
For The One Period and Ten Periods Ended October 31, 2020 and 2019

	Month Ending 10/31/2020	Year To Date 10/31/2020	Year To Date 10/31/2019	Year Ending 12/31/2020	
	Actual	Actual	Prior Year	Current Budget	(Under)/Over Budget
Public Works					
Salary & Benefits	40,207.96	316,140.44	306,481.23	388,402.00	(72,103.11)
Employee Expenses	16.50	2,260.36	3,743.60	6,650.00	(4,389.64)
Professional Fees	0.00	3,415.00	46,164.25	15,000.00	(11,585.00)
General Operating Expenses	829.61	15,623.22	14,789.29	25,550.00	(8,837.05)
Utilities	1,021.69	8,115.72	8,960.42	16,000.00	(7,884.28)
Equipment and Maintenance	1,876.96	27,488.81	58,248.07	42,100.00	(14,611.19)
Interfund Transfers	0.00	0.00	0.00	35,000.00	(35,000.00)
Total Public Works	43,952.72	373,043.55	438,386.86	528,702.00	(154,410.27)
Police					
Salary & Benefits	95,613.27	784,438.22	779,438.96	987,223.00	(202,318.45)
Employee Expenses	517.17	10,358.98	11,310.84	27,000.00	(16,641.02)
Professional Fees	1,694.70	32,374.19	45,599.12	64,300.00	(31,875.81)
General Operating Expenses	4,256.60	36,631.27	44,486.46	55,500.00	(18,868.73)
Utilities	255.09	2,582.71	2,846.90	5,000.00	(2,417.29)
Equipment and Maintenance	899.53	11,686.32	10,385.94	11,000.00	686.32
Interfund Transfers	0.00	0.00	0.00	66,000.00	(66,000.00)
Total Police	103,236.36	878,071.69	894,068.22	1,216,023.00	(337,434.98)
Parks & Rec					
Professional Fees	0.00	0.00	10,000.00	10,000.00	(10,000.00)
General Operating Expenses	17.48	998.15	1,049.11	2,000.00	(1,001.85)
Utilities	1,094.40	17,872.03	20,256.43	43,000.00	(25,127.97)
Equipment and Maintenance	63.01	7,149.93	2,900.62	6,000.00	1,149.93
Park and Events	0.00	374.74	9,153.01	13,050.00	(12,675.26)
Total Parks & Rec	1,174.89	26,394.85	43,359.17	74,050.00	(47,655.15)

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
General Fund
For The One Period and Ten Periods Ended October 31, 2020 and 2019

	Month Ending 10/31/2020 Actual	Year To Date 10/31/2020 Actual	Year To Date 10/31/2019 Prior Year	Year Ending 12/31/2020 Current Budget	(Under)/Over Budget
Non-Departmental					
Employee Expenses	0.00	0.00	0.00	0.00	(225.00)
Professional Fees	0.00	0.00	89,139.17	0.00	0.00
General Operating Expenses	0.00	0.00	0.00	0.00	204.00
Equipment and Maintenance	0.00	0.00	1,475.00	0.00	0.00
Street and Stormwater	0.00	0.00	2,161,059.96	0.00	0.00
Total Non-Departmental	0.00	0.00	2,251,674.13	0.00	(21.00)
Total Expenditures	207,404.35	1,908,076.82	4,268,198.58	2,939,534.00	(1,020,989.03)
Receipts Over (Under) Expenditures	**$ (32,327.42)**	**$ 376,132.71**	**$ (1,984,277.56)**	**$ (148,565.00)**	**$ 534,713.06**

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
Other Funds
For The One Period Ended October 31, 2020

	Other Funds					
	Capital Improvements Fund Month To Date 10/31/2020 Actual	Equipment Reserve Fund Month To Date 10/31/2020 Actual	Stormwater Fund Month To Date 10/31/2020 Actual	Special Highway Fund Month To Date 10/31/2020 Actual	Woodside TIF/CID Fund Month To Date 10/31/2020 Actual	Debt Service Fund Month To Date 10/31/2020 Actual
Receipts						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	6.31
City Sales & Use Tax - Special	22,464.89	0.00	0.00	0.00	0.00	0.00
Total Taxes	$ 22,464.89	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 6.31
Restricted Use						
Stormwater Utility Fee	0.00	0.00	47.27	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	14,830.20	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	3,618.91	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	5,221.73	0.00
WV CID-2	0.00	0.00	0.00	0.00	11,588.09	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	22,464.89	0.00	47.27	18,449.11	16,809.82	6.31
Expenditures						
General Operating Expenses	0.00	0.00	26.94	0.00	0.00	0.00
Equipment and Maintenance	0.00	0.00	318.35	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	260.18	0.00	0.00	0.00	0.00	0.00
Bond Project Costs	0.00	0.00	0.00	0.00	0.00	4,542.50
Total Street and Stormwater	260.18	0.00	0.00	0.00	0.00	4,542.50
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	11,158.70	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	51,607.47
Total Miscellaneous	0.00	0.00	0.00	0.00	11,158.70	51,607.47
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Prior Year Cancelled Encumbrances						
Total Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	260.18	0.00	345.29	0.00	11,158.70	56,149.97
Receipts Over (Under) Expenditures	**$ 22,204.71**	**$ 0.00**	**$ (298.02)**	**$ 18,449.11**	**$ 5,651.12**	**$ (56,143.66)**

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
Other Funds
For The Ten Periods Ended October 31, 2020

	Other Funds					
	Capital Improvements Fund Year To Date 10/31/2020 Actual	Equipment Reserve Fund Year To Date 10/31/2020 Actual	Stormwater Fund Year To Date 10/31/2020 Actual	Special Highway Fund Year To Date 10/31/2020 Actual	Woodside TIF/CID Fund Year To Date 10/31/2020 Actual	Debt Service Fund Year To Date 10/31/2020 Actual
Receipts						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	14,059.45
City Sales & Use Tax - Special	220,179.17	0.00	0.00	0.00	0.00	0.00
Total Taxes	$ 220,179.17	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 14,059.45
Restricted Use						
Stormwater Utility Fee	0.00	0.00	134,829.30	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	14,830.20	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	42,869.27	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	279,819.84	0.00
WV CID-1	0.00	0.00	0.00	0.00	98,330.81	0.00
WV CID-2	0.00	0.00	0.00	0.00	54,759.95	0.00
Bond Proceeds	3,590,383.13	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	3,810,562.30	0.00	134,829.30	57,699.47	432,910.60	14,059.45
Expenditures						
General Operating Expenses	0.00	0.00	26.94	0.00	0.00	0.00
Equipment and Maintenance	0.00	0.00	318.35	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	458,199.70	0.00	0.00	0.00	0.00	0.00
Bond Project Costs	3,415,475.00	0.00	0.00	0.00	0.00	66,821.05
Special Highway Expense	0.00	0.00	0.00	131.25	0.00	0.00
Stormwater Expense	0.00	0.00	19,922.50	0.00	0.00	0.00
Total Street and Stormwater	3,873,674.70	0.00	19,922.50	131.25	0.00	66,821.05
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	329,690.86	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	51,607.47
Total Miscellaneous	0.00	0.00	0.00	0.00	329,690.86	51,607.47
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	(4,494.90)
Total Expenditures	3,873,674.70	0.00	20,267.79	131.25	329,690.86	113,933.62
Receipts Over (Under) Expenditures	**$ (63,112.40)**	**$ 0.00**	**$ 114,561.51**	**$ 57,568.22**	**$ 103,219.74**	**$ (99,874.17)**

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Appropriation Ordinance No. 720

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF OCTOBER 1, 2020 - OCTOBER 31, 2020 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 10/31/2020	Capital Improvements Month Ending 10/31/2020	Equipment Reserve Month Ending 10/31/2020	Stormwater Month Ending 10/31/2020	Special Highway Month Ending 10/31/2020	Woodside TIF/CID Month Ending 10/31/2020	Debt Service Month Ending 10/31/2020	Total All Funds Month Ending 10/31/2020
Expenditures								
Salary & Benefits	165,243.89	0.00	0.00	0.00	0.00	0.00	0.00	165,243.89
Employee Expenses	1,096.67	0.00	0.00	0.00	0.00	0.00	0.00	1,096.67
Professional Fees	5,135.68	0.00	0.00	0.00	0.00	0.00	0.00	5,135.68
General Operating Expenses	6,256.28	0.00	0.00	26.94	0.00	0.00	0.00	6,283.22
Utilities	26,582.33	0.00	0.00	0.00	0.00	0.00	0.00	26,582.33
Equipment and Maintenance	2,839.50	0.00	0.00	318.35	0.00	0.00	0.00	3,157.85
Street and Stormwater	0.00	260.18	0.00	0.00	0.00	0.00	4,542.50	4,802.68
Park and Events	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	11,158.70	51,607.47	62,766.17
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	**207,404.35**	**260.18**	**0.00**	**345.29**	**0.00**	**11,158.70**	**56,149.97**	**275,318.49**

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

SECTION 1. The Claims included herin are hereby approved and allowed.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2020 are consistent with that budget and are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect from and after its passage.

ADOPTED this 12th day of NOVEMBER 2020.

MAYOR

ATTEST: CITY CLERK

Chief Administrative Officer/City Clerk Report

November 2020

To: Westwood Mayor and City Council

From: Leslie Herring, Chief Administrative Officer/City Clerk

Date: November 12, 2020

RE: Update on some of the key areas of focus of the Administration Department

Building Services

Building Official Eddie McNeil continues to be on leave on or around the end of November/beginning of December. Assistant City Clerk Abby Schneweis and I have been covering his permitting duties, along with assistance from IBTS and Roeland Park for plan review and inspection services.

The building permit was issued for the Midwest Transplant Network addition and modifications, with a groundbreaking scheduled for November 11, 2020.

Codes Enforcement

City staff has actively been working on codes enforcement efforts despite being short-staffed. Notably, 2330 W. 48th Street has worked with City staff and has completely abated the nuisance weeds violations on the property, has almost completely (at the date of drafting this report) abated the health nuisance violations (e.g. trash and other materials outside the structure on the property), and has plans to abate the violations of the minimum property preservation codes this spring as part of a larger remodeling project. Staff will continue to work with this property owner to completely abate the violations still remaining on the property.

CARES Act Funding

The City received its first reimbursement from Johnson County in October and is working toward submitting a second reimbursement request later this month. Staff continues to identify additional uses for these funds and will make purchases and reimbursement requests accordingly.

Accounting Software Transition

City staff continues to work with Adams Brown to complete the transition to Intacct and Bill.com. The team is focused on reconciling the "other" funds outside of the General Fund, finalizing the transition to a new chart of accounts/line item numbers, and creating report templates for staff use. City staff continues to work with our vendors to transition to electronic statements and payments as we work to

fully transition to our new automated accounts payable system. We will continue to improve upon the new processes and procedures for month end, A/P approvals, and reporting.

Complete Streets Plan Next Steps

The Planning Commission expressed interest in moving ahead with appending the newly-adopted Complete Streets Policy to the Comprehensive Plan. The Planning Commission is actively reviewing the Comprehensive Plan as part of its requisite duty to annually review the Plan and recommend amendments where deemed necessary. Amendments to the Comprehensive Plan could come before you for consideration as early as February 2021.

In the meantime, Councilmember Steele is working to create a list of potential participants to take part of the task force to create the Complete Streets Plan and round-out the other task items remaining to be accomplished as enumerated during the discussion and adoption of the policy.

4th Quarter 2020 and 1st Quarter 2021

- *Adopt 2018 building codes*
- *Finalize the update to the employee handbook/personnel policy*
- *Create a financial/purchasing policy*
- *Create a manual for City Council roles, expectations, processes, and procedures*
- *Conduct the annual review of the Comprehensive Plan and consider adopting the drafted Strategic Plan*
- *Create a business inventory of contacts, expressed desires and needs, and opportunities for development*

COUNCIL ACTION FORM
Meeting Date: November 12, 2020
Staff Contact: Leslie Herring, Chief Administrative Officer/City Clerk

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Agenda Item: Consider approval of 2021 Human Service Fund Recommendations Report – UCS of Johnson County

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Background / Description of Item:

The United Community Services (UCS) Board of Directors has prepared its 2021 Human Service Fund allocation recommendations. The enclosed report is submitted for Westwood's approval. UCS has expressed sincere gratitude for the funding from the participating jurisdictions which resulted in total funding of approximately $395,376. During 2021, allocations will benefit Johnson County residents who will be served through 14 programs recommended for grants. Thanks to the support of cities, in 2019, programs receiving Human Service Fund grants served approximately 60,000 Johnson County residents.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving or modifying UCS' recommendations for Human Service Fund grants. UCS requests that the Governing Body approve the recommendations.

Staff Comments:

The City of Westwood has been a consistent contributor to the Human Service Fund and is requested by UCS to contribute $1,500 in 2021, pursuant to Appendix A of the 2021 Human Service Fund Recommendations Report. This amount is consistent with the amount contributed in 2020 and is budgeted in the 2021 adopted budget.

UCS Director of Resource Allocation Christina Ashie Guidry will be present at the meeting to present this item and answer any questions you may have.

Suggested Motion:
I move to approve the 2021 Human Service Fund Recommendations Report as presented.

United Community Services of Johnson County

Board Members
Kate Allen, President
Brian S. Brown
Joe Connor
Tara S. Eberline
Erik Erazo
Robin Harrold
Thomas Herzog
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Patty Markley
Justin Nichols
Hon. Donald Roberts
Kevin Tubbesing
Vanessa Vaughn West
David White
Rebecca Yocham

Council of Advisors
Gary Anderson
Mary Birch
Dick Bond
Pat Colloton
David Cook, PhD
Hon. Peggy Dunn
Hon. Ed Eilert
Jeffrey O. Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Penny Postoak Ferguson
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Stephen Tatum
David Warm

Executive Director
Julie K. Brewer

October 2, 2020

To: Hon. David Waters JKB

From: Julie Brewer, Executive Director

RE: 2021 Human Service Fund Recommendation Report

The United Community Services Board of Directors has prepared its 2021 Human Service Fund allocation recommendations. The enclosed report is submitted for Westwood's approval. UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of approximately $395,376. During 2021, allocations will benefit Johnson County residents who will be served through 14 programs recommended for grants. Thanks to your support, in 2019, programs receiving Human Service Fund grants served approximately 60,000 Johnson County residents. An electronic version of the report will also be sent to you by Christina Ashie Guidry, christinag@ucsjoco.org.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving or modifying UCS' recommendations for Human Service Fund grants. **The governing body is requested to approve the recommendations and notify UCS no later than December 22, 2020.** The recommendations will stand as presented, unless UCS hears otherwise from the City by January 1.

If you would like a representative from UCS to attend a Council meeting, or if you have any questions about the recommendations or process, please contact me at (913) 438-4764. We appreciate your support of this county-wide partnership. Thank you.

Enclosure: 2021 Human Service Fund Recommendations Report

cc: Abby Scheweis

9001 W. 110TH Street, Suite 100 • Overland Park, KS 66210
P: 913.438.4764 • F: 913.492.0197 • ucsjoco.org

United Way

United Community Services of Johnson County

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Executive Director
Julie K. Brewer

2021 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Human service programs are vital to addressing the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2021.

Together, Johnson County Government and 14 cities have budgeted $395,376 for the Human Service Fund in 2021. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 14 programs recommended for 2021 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address childcare, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with other organizations in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2019 programs receiving Human Service Fund grants served approximately 60,000 Johnson County residents. But these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Jurisdictions are asked to accept the funding recommendations by December 22, 2020.

'9001 W. 110th St., Ste. 100 • Overland Park, KS 66210
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United Way

Applicant	2019 Grant	2020 Grant	2021 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	$43,500	$48,000	$48,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas	$70,000	$70,000	$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Cultivate Kansas City	No request	$0	No request	Nutrition Incentives Program: Matching funds for SNAP participants and for seniors in KS Senior Market Nutrition Program.
El Centro	$22,736	$22,800	$22,800	Safety net services for low-income, under/uninsured individuals and families: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	No request	$5,000	$5,000	Family Advocacy Program: Peer-to-peer support connecting foster and adoptive families with advocates to navigate and resolve issues related to interaction with child welfare system.
NCircle, replacing Goodwill of Western Missouri and Eastern Kansas	No request	$15,696	$19,696	Training and Employment Services: skills training, certification instruction, financial education, mentorship & job placement for clients in Adult Residential Center (ARC) and Therapeutic Community, Juvenile Detention Center and adults on probation upon release from the ARC.
Growing Futures Early Education Center	$9,265	$9,000	$9,000	Scholarships for wraparound childcare fees for enrolled low-income families during financial hardship; allows parents to maintain full-time education/employment. Crisis assistance for enrolled families who need help with housing costs.
Harvesters	$15,000	$15,000	$15,000	BackSnack and Kids Café programs provide a backpack of food for low-income school children to take home over the weekend and meals in afterschool locations and summer sites.
Health Partnership Clinic	$42,000	$45,000	$49,500	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica	$9,500	$10,000	No request	Transitional housing for youth, single adults and families experiencing homelessness; case management, budget counseling, and supportive services.
Jo. Co. Interfaith Hospitality Network	$9,000	$9,000	$9,000	Case management, including shelter, meals, and transportation for single women and families with children experiencing homelessness.
Kansas Children's Service League	$19,800	$20,280	$20,280	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	$17,500	$18,500	$17,500	Thriving Families: Crisis counseling, parent education, help for families navigating health care, housing, and community resources.
SAFEHOME	$21,000	$21,000	$21,000	Economic Empowerment Program promotes economic self-reliance for domestic violence survivors.
Salvation Army Family Lodge (Olathe)	$18,000	$20,000	$23,000	Temporary and transitional housing for families in Johnson County experiencing homelessness, including related services and case management.
Sunflower House	$37,500	$42,500	$42,500	Personal safety and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters.
Total	$335,930	$371,776	$372,376	The 2020 federal poverty level for a family of three is $21,720.

2021 Human Service Fund Recommendations

CASA of Johnson and Wyandotte Counties

$48,000 Recommendation

Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a "Child in Need of Care" due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child's situation (safety, mental health, education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child's statements, behavior, and interaction with parents. Court reports support the judge's critical decisions about where the child should live and what services should be court-ordered.

2021 Results Projected: Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school or earn a GED. CASA anticipates serving 470 Johnson County children during 2021.

2020 COVID-19 Disaster Response: CASA experienced disruption in the delivery of some services due to the shutdown of courts and the fingerprinting and background check processes for intake of new clients; however, service providers were able to pivot to online services for some clients.

Outcomes achieved during 2019: During 2019, 412 Johnson County children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. 96% of children served by CASA had a stable adult presence in their CASA volunteer during their court involvement. While assigned to a CASA advocate, 99% of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 83% graduated.

Catholic Charities of Northeast Kansas

$70,000 Recommendation

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates within two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, childcare, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2021 Results Projected: During 2021, the agency anticipates serving 25,110 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. 75% of clients will attend financial

literacy education classes and receive one-on-one coaching according to assessed need and capability.

2020 COVID-19 Disaster Response: Catholic Charities experienced a reduction in the delivery of some services during the emergency shutdowns but anticipates meeting or exceeding its anticipated 2020 service statistic projections due to a significant increase in demand.

Outcomes achieved during 2019: During 2019, 24,859 Johnson County residents were served and visits to Catholic Charities for food assistance totaled 41,049. This included assistance with applications for SNAP (Supplemental Nutrition Assistance Program) and food from the agency's pantry. Direct financial assistance enabled 736 individuals to maintain safe housing for at least 30 days. 1,164 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. All individuals who received direct financial assistance completed a financial assessment with their case manager. 91% of individuals who received financial assistance also attended financial literacy education which included Money Smart, Your Money-Your Goals, and one-on-one budget coaching.

El Centro, Inc.

$22,800
Recommendation

Funding is recommended for the Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and personal safety. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.

2021 Results Projected: During 2021, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

2020 COVID-19 Disaster Response: In 2020, El Centro is on track to serve anticipated number of clients in 2020 despite the COVID-19 shutdown. El Centro had to limit its provision of tax filing services and class and group education. However, El Centro pivoted and provided new programming to assist in the filing of unemployment applications and began hosting weekly drive-thru food distribution events, serving nearly 4,300 individuals (not unduplicated) in Johnson County.

Outcomes achieved during 2019: During 2019, approximately 2,890 Johnson County residents were served. Clients' basic needs were met: 47 households received utility assistance and were able to maintain utilities for minimum of 30 days. 86 individuals completed financial empowerment classes. 84 people were assisted with the process that enabled them to receive an Individual Tax Identification Number and thus file income taxes. 123 individuals were assisted with applying for the Supplemental Nutrition Assistance

Program (SNAP) and received benefits; 484 enrolled in KanCare with assistance; 1,350 were assisted in filing income taxes.

FosterAdopt Connect

$5,000 Recommendation

In its second year of application to HSF, funding is recommended for FosterAdopt Connect's Family Advocacy Program. Through this program peer-to-peer support connects foster and adoptive families with trained advocates (experienced foster parents) who help families navigate and resolve issues related to interaction with the child welfare system. Examples of challenges include delays in reimbursement, problems accessing school-based services, as well as mental health services. The program forms the foundation of the agency which offers multiple programs/services in the Kansas City area. Founded in 1998, the agency operates five resource centers, including one in Lenexa.

2021 Results Projected: In 2021, FosterAdopt anticipates serving 228 Johnson County residents in providing Family Advocacy services. Outcomes include increasing the retention rate of families (assisting in developing and pursuing an action plan), increasing access to resources and knowledge (resolution of needs), and decreased traumatic moves for children (retaining placement).

2020 COVID-19 Disaster Response: Due to the pandemic, FosterAdopt responded to the shift in need of its clients toward basic necessities by transitioning its clothing closet and food pantry into a delivery service for clients. Child placements dropped off during shutdowns; however, FosterAdopt anticipates a greater need for services in 2020 and 2021.

Outcomes achieved during 2019: During 2019, FosterAdopt Connect's Lenexa office served 73 households through its Family Advocacy services. 58% of families developed and maintained an action plan within 30 days of initial contact; 73% of families demonstrated increased access to resources and knowledge through having indirect advocacy needs met within 3 business days; 100% of families maintained placement of children - decreasing traumatic moves for children.

NCircle DBA Cultivate, Inc.,

$19,696 Recommendation

NCircle, subcontractor to Goodwill of Western Missouri and Eastern Kansas for a 2020 HSF grant, is replacing Goodwill in 2021 and expanding the Digital Literacy and College of Trades programs through a recommended $4000 increase in funding. These programs provide skills training, certification instruction, financial education, job placement, and mentorship for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. In an expansion of this program, NCircle is working with partners and Johnson County Department of Corrections to set up the first learning lab at the Juvenile Detention Center (JDC); residents will be provided digital literacy training and STEM-based projects. Through these programs, new life skills, employment training, and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period). Founded in 2012, NCircle has multiple programs that currently work with clients from the ARC and JDC. Participants in this program demonstrate increased rate of employment, increased income, decreased recidivism and decreased new charges.

2021 Results Projected: In 2021, NCircle plans to serve 110 Johnson County residents through this program with 70 residents of ARC and the Therapeutic Community completing the College of Trades and/or Digital Literacy Program and 40 residents of JDC completing

the Digital Literacy Program. Participants will increase their workplace skills and digital skills, increase the number of persons with in-demand workforce credentials in Johnson County, and demonstrate a reduction in recidivism and costs to the County.

2020 Results Projected: In 2020, Goodwill and Cultivate are on track to serve 75 Johnson County residents through this program. Clients will increase their knowledge of essential skills in the workplace and digital skills needed in the workplace. There will be an increase in the number of persons with in-demand workforce credentials, and a reduction in recidivism.

Growing Futures Early Education Center

$9,000 Recommendation

Funding is recommended for Growing Futures' Scholarship Assistance for Wrap Around Care (WAC) Program. 99% of the families served by Growing Futures are living at or below federal poverty guidelines. Through the Human Service Fund grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees. Families who meet Head Start income guidelines pay for seven hours of the 10.5 hour-day (7am-5:30pm) at rate of $135/week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Emergency assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

2021 Results Projected: Children demonstrate kindergarten readiness and maintain enrollment in the program even though families face financial hardship. Families attain at least one family goal based upon family determined strengths and needs. During 2020, Growing Futures projects serving 40 Johnson County residents.

2020 COVID-19 Disaster Response: Growing Futures will be serving more children and families through the WAC Program and HSF scholarship subsidization than anticipated in 2020 due to an increase in demand because of increased unemployment and/or partial loss of employment; they anticipate serving 48 Johnson County residents in 2020.

Outcomes achieved during 2019: During 2018, 37 Johnson County residents were served through families receiving short term help or fee subsidies which allowed parents to remain working or in school while facing financial challenges. No children left the program due to inability to pay fees and all assisted families took steps toward completion of a large family goal. 89% of children achieved kindergarten readiness.

Harvesters

$15,000 Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. Harvesters delivers meals directly to Kids Café sites and provides meals there at no cost to children and youth. Free and reduced lunch school statistics help determine location of Kids Café sites. During the 2020 school year there will be 21 Kids Café sites in Johnson County, and Harvesters will continue to

encourage families to transition to the new School Pantry program. The School Pantry program provides BackSnack families the option of receiving food from a School Pantry instead of a weekly BackSnack (in order to feed everyone in the household, not just the student).

2021 Results Projected: In 2021, through the BackSnack program, the agency anticipates serving 1,800 Johnson County children and distributing 55,100 backpacks; and, providing 21,000 meals to 5,190 children through Kids Café sites. Harvesters anticipates addressing the basic needs of 26% of the food insecure children in Johnson County through these programs; results include positive effects on children's grades, behavior and health.

2020 COVID-19 Disaster Response: Harvesters continued to operate the BackSnack and Kids Café during the COVID crisis by utilizing State waivers to allow children to pick up Kids Café meals to go from schools and through community partners. During school closure, BackSnacks were delivered through a variety of new methods: school bus drivers making home deliveries, school staff distributing at school sites, and community partners hosting pick-up locations.

Outcomes achieved during 2019: Harvesters provided 62,800 backpack carriers of food and 27,456 Kids Café meals to Johnson County children. In 2019, Harvesters offered a combination of both BackSnack and Kids Café meals at 11 Johnson County schools, serving 5,206 children through Kids Café and 3,485 through BackSnacks.

Health Partnership Clinic (HPC)

$49,500 Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. A $4,500 increase in funding in 2021 will support a Nurse Practitioner providing care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low income with majority being uninsured or publicly-insured. Health Partnership Clinic, Johnson County's largest safety-net clinic and only Federally Qualified Health Center, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

2021 Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, thereby continuing to utilize HPC as their health home. During 2021, HPC anticipates serving 9,300 Johnson County residents through 25,000 patient office visits or encounters.

2020 COVID-19 Disaster Response: During the stay-at-home order, HPC was required to close its dental clinics and its school-based clinics. Like other medical providers, it saw a significant drop in patients attending preventive care and well visits as residents complied with the stay-at-home orders. The dental clinics have reopened and school-based clinics are anticipated to reopen in the fall; however, HPC anticipates that it will be at 50% capacity for 2020 and returning to full capacity in 2021.

Outcomes achieved during 2019: During 2019, 9,235 Johnson County residents were served through 24,881 patient office visits and/or clinical encounters. Approximately 91% of patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient. Patients achieved positive health outcomes as indicated by 66% of hypertensive patients who had their blood pressure under control with readings below 140/90, and 69% of diabetic patients who achieved HgA1c (blood glucose) level of 9.0 or below during the last half of the year (compared to 59% before the clinic opened).

Johnson County Interfaith Hospitality Network (JCIHN)

$9,000 Recommendation

JCIHN provides shelter, meals, transportation and case management for families and single unaccompanied females experiencing homelessness. Area congregations provide shelter and meals on a rotating schedule while JCIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by 3,500 volunteers through partnerships with 40 faith congregations.

2021 Results Projected: During 2020, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50% will move into homes of their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.

2020 COVID-19 Disaster Response: As a safety measure, JCIHN was closed to new admissions between March 23 and June 15, 2020, which will reduce their overall service statistics for 2020. JCIHN has begun serving new admissions and anticipates that need for their services will increase over the next year.

Outcomes achieved during 2019: During 2019, 50 Johnson County residents were served. Of those completing the program, 95% reported increasing their income by 25% or more while in the program, and 43% moved into homes of their own within three months of entering the network. Johnson County residents received 1,941 cumulative days of shelter and strength-based case management.

Kansas Children's Service League (KCSL)

$20,280 Recommendation

Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. Funding is also recommended for the $480 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as link to My Resource Connection when other services are needed.

2021 Results Projected: During 2021, 250 Johnson County individuals are expected to be served. Anticipated results are that families will not have any substantiated child abuse and

neglect; children have health insurance and are current on immunizations; and, children have a developmental screen in the last six months (or are already receiving services for developmental delays).

2020 COVID-19 Disaster Response: KCSL staff pivoted to providing virtual and phone visits and are beginning to implement porch visits to engage families. KCSL anticipates an increase in need in 2020 and 2021 as families are experiencing multiple and increased stressors, especially loss of income, during the COVID-19 disaster.

Outcomes achieved during 2019: During 2019, 316 Johnson County residents were served. 98% of the families served remained free from substantiated abuse and neglect while in the program. 99% of children enrolled for at least six months had health insurance and 94% had a developmental screening.

KidsTLC

$17,500 Recommendation

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who struggle with behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC's clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts' IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

2021 Results Projected: During 2021, the organization estimates serving 375 Johnson County residents through this program. Program results include that people's life sustaining basic needs are met through crisis intervention or referral to direct assistance, clients experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

2020 COVID-19 Disaster Response: KidsTLC was able to quickly pivot to online education services and online engagement with clients and had an increase in attendance in virtual meetings and in completion of training through Facebook.

Outcomes achieved during 2019: Through crisis intervention, housing support, and health navigation, the Thriving Families program served 294 individuals. KidsTLC supported 27 households through crisis intervention services, 11 through assistance with rent, deposits, or mortgage payments, and 17 through food or hygiene direct assistance. KidsTLC referred 46 clients to KidsTLC services, such as Que Onda Families, Lotus Clinics, Trellis, or Intensive Outpatient services), whilst 25 other clients and households were referred to benefits assistance, employment opportunities, mental health services, and/or shelter and transitional living programs. 88% of clients reported an increase knowledge of available in resources in an exit survey.

Safehome

Safehome provides shelter and other assistance to survivors of domestic violence. Funding is recommended to support Safehome's Economic Empowerment Program. Through

$21,000 Recommendation

education, support, and referrals, this program helps clients become employed and self-sufficient. All shelter clients take an assessment and are recommended to one of three tracks: budget, job seeker or job training. Basic and advanced financial literacy classes are offered in English and Spanish. Specialized workshops are tailored to clients' needs. Funds are provided for clients to attend GED and ESL classes off-site.

2021 Results Projected: Program participants complete a budget and career assessment inventory, enroll in job training or education programs, and/or have job interviews and secure employment. The agency projects this program will serve 120 Johnson County residents during 2021.

2020 COVID-19 Disaster Response: Safehome responded to shift in client needs for urgent employment, as compared to job training and career changes, and additional life stressors by providing different job training/employment services. Safehome is examining online training options for financial literacy courses.

Outcomes achieved during 2019: During 2019, 93 Johnson County residents were served. After five weeks of participation in the Job Search track, 41% completed a career assessment inventory with 97% attending at least two job interviews. After 90 days in shelter, 36 clients secured employment. 67% of clients on the Budget track completed a household budget.

Salvation Army Olathe

$23,000 Recommendation

Funding is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Johnson County Family Lodge in Olathe. A $3,000 increase will be utilized to provide direct financial assistance toward payment of back rent and back utilities to support residential clients in obtaining new housing. In most cases, the Lodge provides up to 90 days of shelter (temporary housing – maximum stay of 180 days). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2021 Results Projected: In addition to providing safe shelter, results will include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.), moving into transitional or permanent housing, and children begin or continue to receive daycare services as a work support for guardians. The Family Lodge anticipates serving 125 Johnson County residents during 2021 with more intensive services and longer stays than in 2019 due to loss of employment and housing during COVID-19.

2020 COVID-19 Disaster Response: Room turnover between March and June was significantly reduced as all residents lost employment due to shutdowns. New families are being admitted to the Lodge, allowing for social distancing and quarantine.

Outcomes achieved during 2019: The Family Lodge provided 33,398 units of service which it defines as "one bed night and/or one meal provided" to 126 Johnson County residents. 88% of families exiting the program moved into transitional or permanent housing. 97% of eligible families applied for and received mainstream services (medical assistance, childcare

subsidy, WIC, and SNAP). 97% of participants who successfully completed the program increased their skills or income.

Sunflower House

$42,500
Recommendation

Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe***,** a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

2021 Results Projected: Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. The agency anticipates reaching 19,000 Johnson County residents during 2021.

2020 COVID-19 Disaster Response: Due to school closures, Sunflower House was not able to provide as many trainings in spring of 2020 as planned. It has prepared plans for alternate delivery of trainings, through smaller groups and online platforms, for the fall.

Outcomes achieved during 2019: During 2019, 17,665 Johnson County residents were served. In post-program surveys, 98% of children indicated they would report unwanted contact, including physical touches and electronic communications. 98% of adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information and 97% said they would monitor the electronic communications of children more closely.

APPENDIX A

2021 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	$141,775
De Soto	$2,380
Edgerton	$2,000
Gardner	$6,800
Leawood	$16,500
Lenexa	$20,350
Merriam	$8,300
Mission	$8,300
Olathe	$60,000
Overland Park	$86,200
Prairie Village	$8,300
Roeland Park	$4,771
Shawnee	$26,200
Spring Hill	$2,000
Westwood	$1,500
Total from County Government & Cities	**$395,376**
Interest	$3,000
Subtotal	$398,376
UCS Administration	$26,000
Total Available to Allocate	**$372,376**

2021 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Robin Harrold, *Committee Chair*, AdventHealth
- Kate Allen, Johnson County Community College
- Tara S. Eberline, Foulston Siefkin, LLP
- Tom Herzog, Netsmart
- Roxann Kerr Lindsey, CBIZ
- Justin Nichols, Kutak Rock LLP
- Beccy Yocham, City of Lenexa

Staff support: Christina Ashie Guidry, UCS Director of Resource Allocation

APPENDIX B

2021 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2021

Health and human service programs funded by the Human Service Fund must:

- promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.
- offer county-wide services or fill a gap which results in county-wide benefit
- offer equal access to all clients and prospective clients who could benefit from the program.
- deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring or preventing costs that otherwise might be incurred by local government.

Priority is given to programs that:

- address emergency aid and shelter, child/adult abuse, child welfare, health, work support services such as childcare and early childhood development, and job training.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.

ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and an independent certified audit of the previous year's financial records; or, if total agency revenues were less than $250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.
- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
    - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.

    - primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
    - clearly define and measure outcomes for participants.
    - benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
    - offer county-wide services or fill a gap which results in county-wide benefit.
    - offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the ATF.

COUNCIL ACTION FORM **Administration**

Meeting Date: November 12, 2020

Staff Contact: Leslie Herring, Chief Administrative Officer / City Clerk

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Agenda Item: Fence Variance Request –

a. 2500 W. 51st Ter. – Variance requested for height and location (west side of house only).
b. 2510 W. 51st Ter. – Variance requested for height and location (both east and west side of house).
c. 2516 W. 51st Ter. – Variance requested for height and location (east side of house only).

Background / Description of Item

On November 4, 2020, City staff received four (4) separate applications for a fence permit from fence contractor Slagle Fence. The applications are for the following individual residential properties:

a. 2500 W. 51st Terrace, Joe O'Reilly;
b. 2510 W. 51st Terrace, Justin Bridges;
c. 2516 W. 51st Terrace, Justin Bacon; and
d. 2507 W. 51st Street, Cameron Mecke.

As the fence installation is being coordinated amongst these four neighboring property owners, the applications and work are tied together. Three (3) of the four properties require a variance if they are to be installed in the way proposed by the applicants.

a. 2500 W. 51st Ter. – Variance requested for height and location (west side of house only).
b. 2510 W. 51st Ter. – Variance requested for height and location (both east and west side of house).
c. 2516 W. 51st Ter. – Variance requested for height and location (east side of house only).
d. 2507 W. 51st St. – No variance required.

The diagram attached to this report illustrates the proposed fence heights and locations. The variance applicants have also been invited to attend this meeting in support of their application.

Westwood Fence Standards

4.3.9 Fence and Wall Standards

B. The requirements for fence and wall height shall be as follows:

1. No fence or wall other than a retaining wall shall exceed four feet in height, except as hereinafter provided.

2. Fences or detached walls in rear yards may exceed four feet in height but shall not exceed six feet in height, except as hereinafter provided. ***For the purposes of this provision, "rear yard" shall refer to the space between the rear property line and each rear corner of the primary structure.***

3. The height requirement established by this section may be exceeded by not more than six inches in situations where additional height is necessary to allow for normal installation.

4. Rear or side yards adjacent to properties with nonresidential uses may have solid fences up to six feet in height along the property line adjacent to said nonresidential use.
5. Fences constructed to secure structural, mechanical, electrical, or other devices not customarily found in residential areas, including, but not limited to, electrical substations and churches or schools with electrical equipment, may be up to twelve feet in height in order to ensure public safety.

C. The requirements for placement of fences and walls shall be as follows:
1. No fence or wall shall be closer to the front property line than the front line of the residence.
2. No fence or wall on a vacant lot shall be closer to the property lines than the allowable building lines as set forth in this Ordinance.
3. No rear yard fence or wall shall be closer to the front property line than the rear line of the primary structure. *On a corner lot, no such fence or wall shall be closer to the street-side property line than the structure line nearest that side street.*
4. No fence or wall shall restrict or obstruct normal traffic visibility or any traffic control sign.

The City Council may approve fence variances

4.3.9 Fence and Wall Standards

F. ***Fences or walls which would fail to comply with any other requirement of this Ordinance may be constructed and maintained, contingent upon the following:***

1. *Application shall be made to the Governing Body, which shall study said application to determine the following:*

a. the fence or wall will not adversely affect the general welfare of the immediate neighborhood in which the fence or wall is to be erected, taking into consideration factors including, but not limited to, the value of the property and the safety of residences in said neighborhood;

b. the appearance, location, and purpose of the proposed fence or wall;

c. the effect on adjoining properties;

d. the size of the area to be enclosed; and

e. the desirability of open views with regard to beauty, value and safety of the neighborhood; and

f. with respect to any fence on a lot adjacent to a street, a variance shall not be granted if the proposed fence would interfere with a safe view of the street for vehicular traffic, or would impair the view from any nearby driveway, or would extend closer to the street than the adjacent front yard setbacks.

2. *Said application must be approved by at least four of the five members of the Governing Body.*

Proposed Fence

An image of the proposed fence type is shown here.

The proposed 5-foot tall wooden fencing will be both replacement and new fence sections on these subject properties. And is designed to be of consistent height and material along the boundary lines of all four adjoined properties.

The Westwood fence zoning regulations allow fences only in rear yards to be greater than 4' in height (without a variance from the Governing Body). Further, the zoning regulations do not permit rear yard fences to be closer to the front property line than the rear line of the primary structure.

As illustrated in the diagram provided, the pink fence sections as currently proposed require a variance in order to be constructed. The variances requested are also summarized below:

a. 2500 W. 51st Ter. – The [new] west fence section – fronting W. 51st Ter. – proposed to attach to the home and to the proposed new fence along the north-south property line, is 5' in height and also is closer to the front property line than the rear corner of the primary structure[1], but not closer to the front property line than where the screened porch/sunroom attaches to the rear wall of the house.

b. 2510 W. 51st Ter. – The [new] west and east fence sections – fronting W. 51st Ter. – proposed to attach to the home and to the proposed new fence on either side of the property along the north-south property line, is 5' in height and also is closer to the front property line than the rear corner of the primary structure[2], but not closer to the front property line than where the screened porch attaches to the rear wall of the house on the east side, and where there is an existing deck on the west side.

c. 2516 W. 51st Ter. – The [replacement] east fence section – fronting W. 51st Ter. – proposed to attach to the home and to the proposed new fence along the north-south property line, is 5' in height and also is closer to the front property line than the rear corner of the primary structure[3].

Staff Comments/Recommendation

"Rear yard" is defined in Section 4.3.9.B of the Westwood zoning regulations as being behind the rear corner of the primary structure; however, primary structure is not defined in the zoning regulations. Staff research concludes that, typically, a screened porch or deck is considered part of the primary structure for purposes of codes administration. Staff also supports a definition of primary structure to include screened porches, decks, sunrooms, etc.

That notwithstanding, staff does not find any grounds for denial of any of these three variance requests, as they appear to conform to the variance criteria laid out above.

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[1] For purposes of this staff report, primary structure is defined as including any screened in porch/deck.
[2] For purposes of this staff report, primary structure is defined as including any screened in porch/deck.
[3] For purposes of this staff report, primary structure is defined as including any screened in porch/deck.

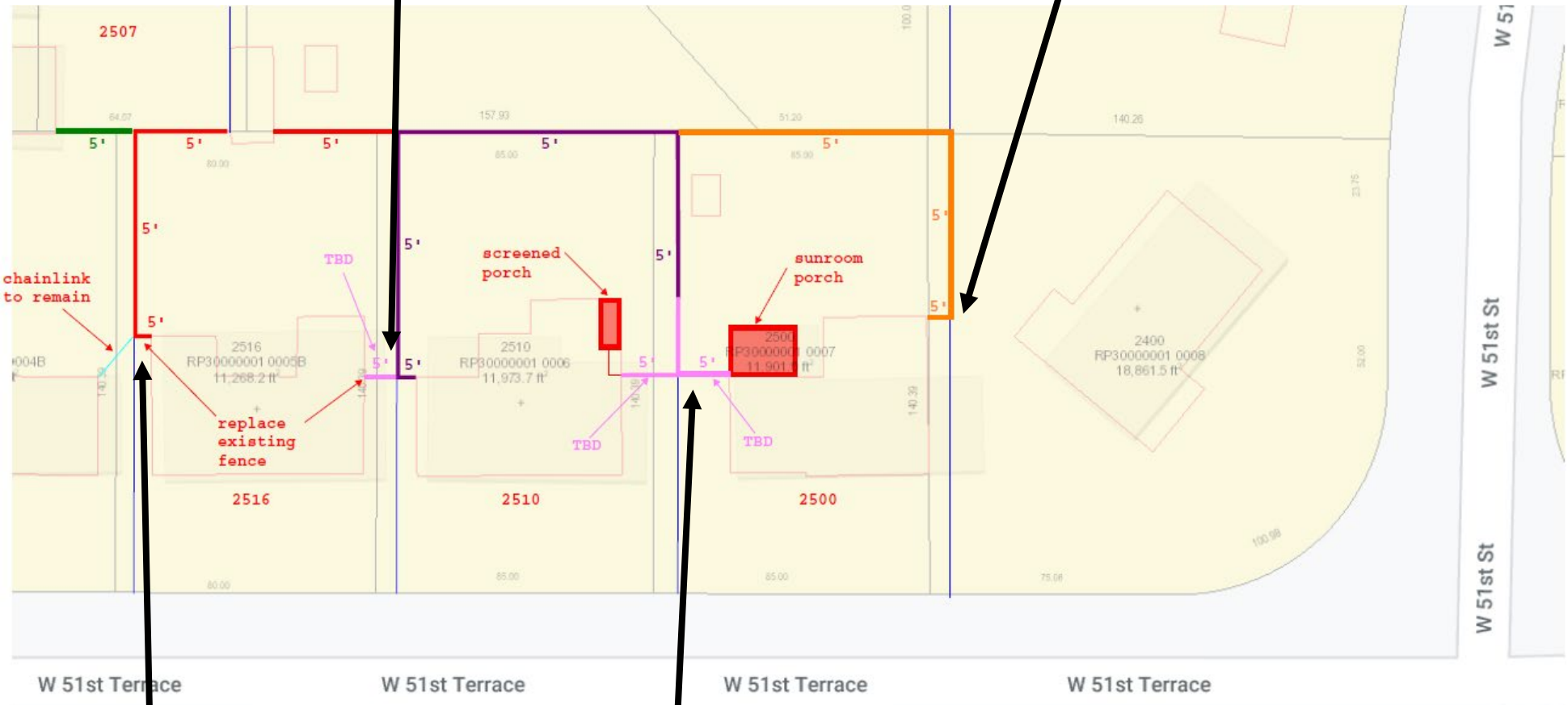
A note for the file, in 2018 resident Justin Bridges, 2510 W. 51st Ter., worked with the City to record a stormwater easement to accurately reflect the location of underground stormwater infrastructure existing on the property. Public Works Director John Sullivan has/will work with Mr. Bridges to ensure the fence is properly placed as to not interfere with the utility.

Suggested Motion:

a. *I move to approve the requested fence variance at 2500 W. 51st Terrace to allow a 5' foot high wooden fence nearer to the front property line than the rear corner of the primary structure.*

b. *I move to approve the requested fence variance at 2510 W. 51st Terrace to allow a 5' foot high wooden fence nearer to the front property line than the rear corner of the primary structure. .*

c. *I move to approve the requested fence variance at 2516 W. 51st Terrace to allow a 5' foot high wooden fence nearer to the front property line than the rear corner of the primary structure.*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5'
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to remain
TBD
screened
porch
sunroom
porch
replace
existing
fence
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2510
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11,973.7 ft²
2500
2400
RP30000001 0008
18,861.5 ft²
W 51st Terrace
W 51st Terrace
W 51st Terrace
W 51st Terrace
W 51st St
W 51st St

City of Westwood
Building Permit Application

4700 Rainbow Boulevard
Westwood KS 66205
Phone: (913)362-1550 Fax: (913)362-3308
westwoodks.org/buildingplanning
info@westwoodks.org

Permit #_____

Project Address: 2500 W 51ST Ter Westwood KS 66205

Owner: Joe O'Reilly Phone: 913-526-5743
Email: joreilly@kc.rr.com

General Contractor: Slagle Fence 12121 Blue Ridge Blvd STE B Grandview MO 64030 Phone: 816-534-0665
Email: sales@slaglefence.com
Contractor License #: _____

Sub Contractor: _____ Phone: _____
Email: _____
Sub Contractor: _____ Phone: _____
Email: _____
Sub Contractor: _____ Phone: _____
Email: _____

Project Type: ☒New Construction ☐Alteration ☐Addition ☐Replacement ☐Repair ☐Maintenance ☐Removal ☐Demolition ☒Fence ☐Sign ☐Other

Description of Work:

install 5' Cedar Picture Frame-Privacy

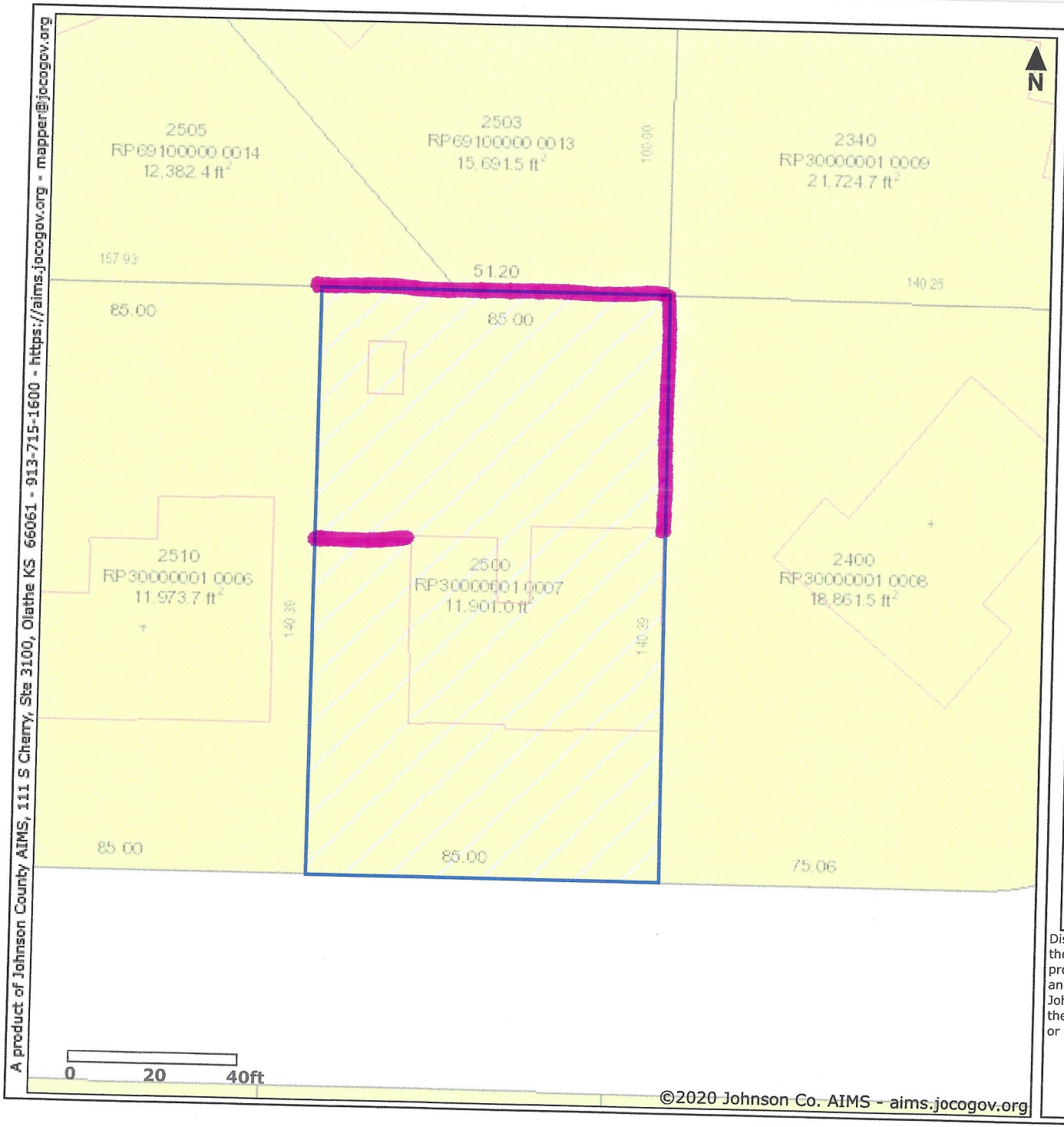
Valuation: $ 5000.00

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type type of work will be complied with whether specified herein or not. I further certify that I am the owner or the owner's authorized agent and that the owner authorizes the proposed work. I understand that work shall not begin until the permit is issued by this department, that I am responsible for calling for all required inspections, that work shall be accessible for inspection, that a final inspection, approval and Certificate of Occupancy are required prior to occupying this building. This permit application is only for the work described above. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

Signature: _____

Printed Name: Kayla Thompson Date: 11/4/2020

Johnson Co AIMS Map



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LEGEND

- Address Point
- Building/Structure

Property

- Untaxed
- Vertical
- Unplatted
- Mineral Rights
- Common Interest
- Platted
- Right-of-way
- Leased Land

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JOHNSON COUNTY KANSAS
AIMS GIS & Mapping

11/4/2020

City of Westwood
Building Permit Application

4700 Rainbow Boulevard
Westwood KS 66205
Phone: (913)362-1550 Fax: (913)362-3308
westwoodks.org/buildingplanning
info@westwoodks.org

Permit #_____

Project Address: 2510 W 51st Ter.

Owner: Justin Bridges Phone: 816-506-7995
Email: justin@deckdsonac.com

General Contractor: Slagle Fence 12121 Blue Ridge Blvd STB Grandview, MO 64030 Phone: 816-534-0665
Email: sales@slaglefence.com
Contractor License #: _____

Sub Contractor: _____ Phone: _____
Email: _____
Sub Contractor: _____ Phone: _____
Email: _____
Sub Contractor: _____ Phone: _____
Email: _____

Project Type: ☒New Construction ☐Alteration ☐Addition ☐Replacement ☐Repair ☐Maintenance ☐Removal ☐Demolition ☒Fence ☐Sign ☐Other

Description of Work:

Install 5' Picture Frame Fence

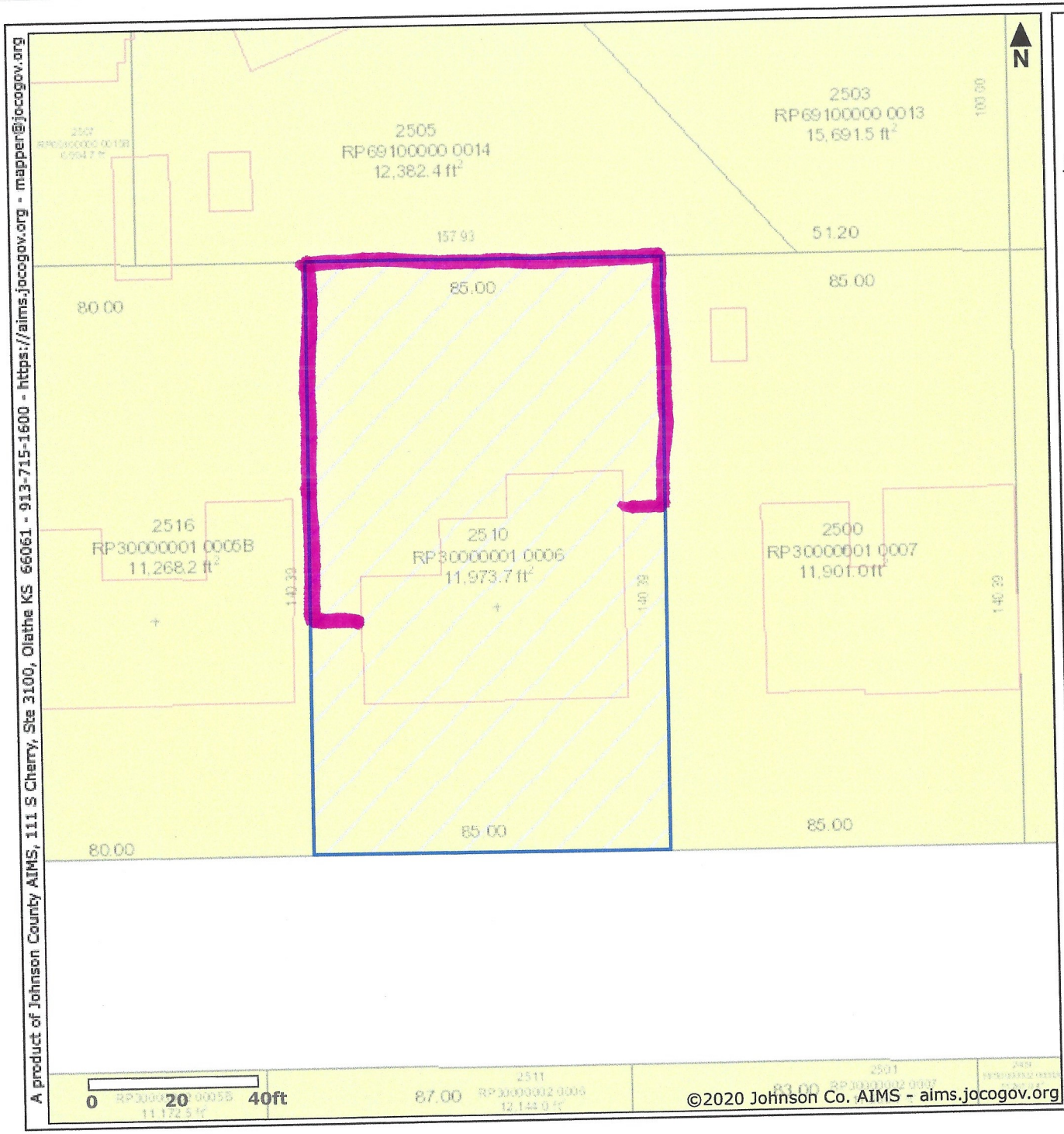
Valuation: $ 7600.00

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type type of work will be complied with whether specified herein or not. I further certify that I am the owner or the owner's authorized agent and that the owner authorizes the proposed work. I understand that work shall not begin until the permit is issued by this department, that I am responsible for calling for all required inspections, that work shall be accessible for inspection, that a final inspection, approval and Certificate of Occupancy are required prior to occupying this building. This permit application is only for the work described above. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

Signature: _____

Printed Name: Kayla Thompson Date: 11/4/2020

Johnson Co AIMS Map



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JOHNSON COUNTY KANSAS
AIMS GIS & Mapping

11/4/2020

City of Westwood
Building Permit Application

4700 Rainbow Boulevard
Westwood KS 66205
Phone: (913)362-1550 Fax: (913)362-3308
westwoodks.org/buildingplanning
info@westwoodks.org

Permit #_____

Project Address: 2516 W 51st Ter, Westwood KS 66205

Owner: Justin Baron Phone: 816-788-6508
Email: justinbaron@me.com

General Contractor: Slagle Fence Phone: 816-534-0665
Email: sales@slaglefence.com
Contractor License #: _____

Sub Contractor: _____ Phone: _____
Email: _____
Sub Contractor: _____ Phone: _____
Email: _____
Sub Contractor: _____ Phone: _____
Email: _____

Project Type: ☒New Construction ☐Alteration ☐Addition ☐Replacement ☐Repair
☐Maintenance ☐Removal ☐Demolition ☒Fence ☐Sign ☐Other

Description of Work:
5' Picture Frame Fence

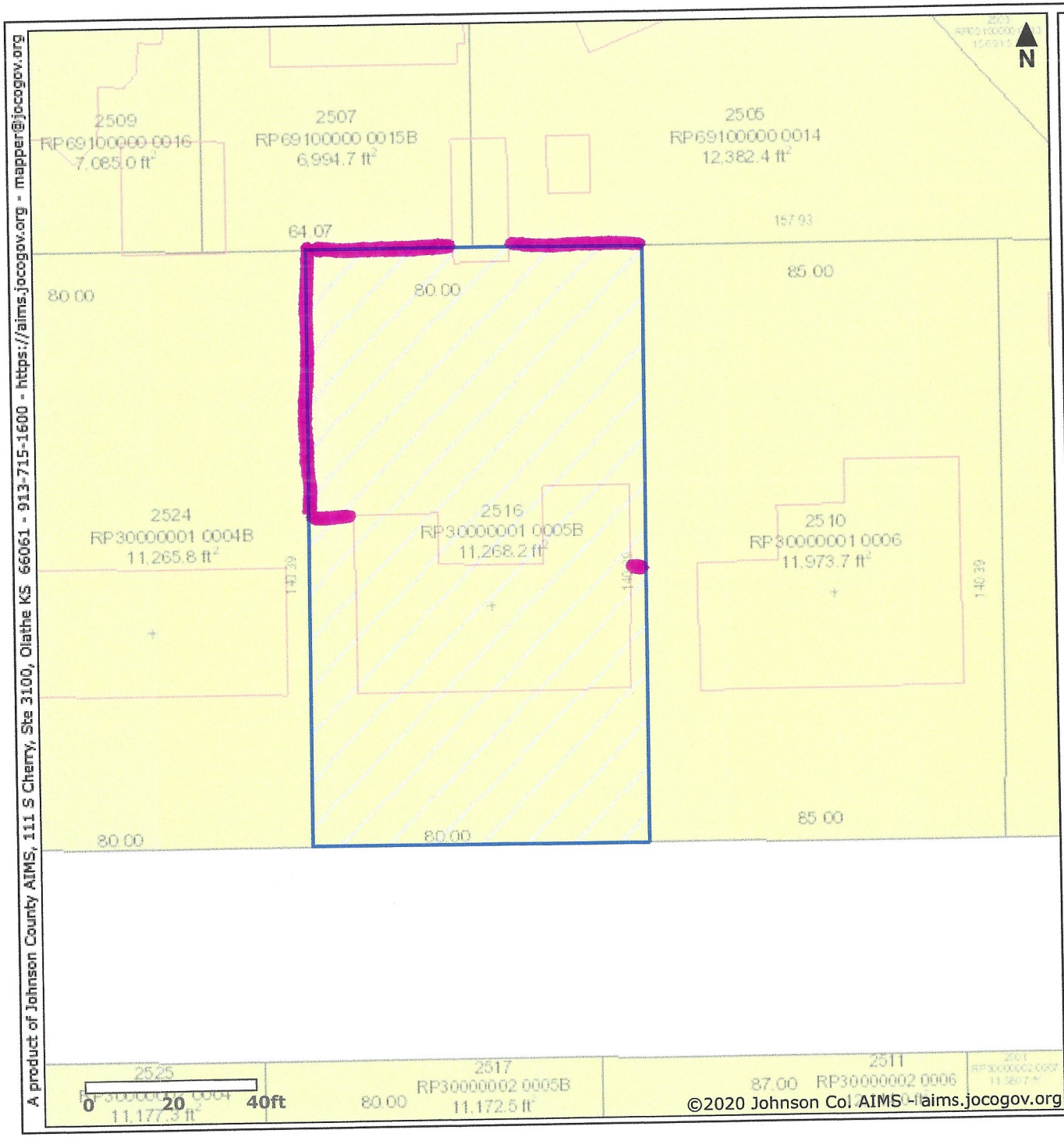
Valuation: $ 4900.00

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type type of work will be complied with whether specified herein or not. I further certify that I am the owner or the owner's authorized agent and that the owner authorizes the proposed work. I understand that work shall not begin until the permit is issued by this department, that I am responsible for calling for all required inspections, that work shall be accessible for inspection, that a final inspection, approval and Certificate of Occupancy are required prior to occupying this building. This permit application is only for the work described above. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced.

Signature: _____

Printed Name: Kayla Thompson Date: 11/4/2020

Johnson Co AIMS Map



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11/4/2020

WESTWOOD PLANNING COMMISSION
Chairman's Report to City Council
Date: November 10, 2020
By: Robert Junk, AIA – Chairman, Westwood Planning Commission

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BACKGROUND: In response to questions and concerns from residents concerning new builds within the city of Westwood, the Planning Commission Chairman convened a sub-committee comprised of Planning Commissioners, a local resident, and City Staff.

The Sub-committee held two meetings to review and discuss a few of the current new builds in Westwood for compliance with the existing city zoning requirements, determine if the new builds were achieving the intended results, and propose text amendments if needed.

The goal is to provide homeowners, builders, and City Staff with clear, well-defined instructions to review and achieve the desired zoning results.

City Staff prepared a permit summary for three current new homes and a Staff Report for the November Planning Commission meeting that outlined the issues under consideration.

Chairman Comments: The sub-committee noted the following primary areas of concern for review.

1. Overall Lot Coverage and setbacks
2. Height and length of uninterrupted wall surfaces.
3. Attached garage setback from the front façade.
4. Overall massing
5. General eave heights.
6. Flat Roofs

Lot Coverage: The sub-committee noted many of the current new builds appear to be building from setback to setback and create undesirable narrow canyons between homes.

Action Plan:

1. Sub-committee to review and clarify the current zoning regarding setbacks and maximum lot coverage and offer suggested text amendments.
2. Clarify the meaning of the "Maximum Lot Width Coverage at Front Yard Setback" noted in **4.3.2 Single-Family Primary Structure Requirements – Charted.** There is confusion if this percentage applies to the overall lot width or the lot width minus the side-yard setbacks.
3. Consider adding other impervious surfaces that are not currently counted in the overall lot coverage calculations and its impact on stormwater issues.
    a. This topic had been brought up at previous Planning Commission meetings, and a separate sub-committee was formed to review this topic specifically. Also, there was discussion about allowing properties that incorporate sustainable building features such as green roofs or other controlled run-off solutions to be granted bonus lot coverage exemptions.

Height and length of uninterrupted wall surface: The sub-committee noted that many of the current new builds are opting for a material change vs. a physical off-set in large exterior wall surfaces. It was discussed that this is not achieving the desired result to reduce the home's overall massing.

Action Plan:

1. Sub-committee to review and clarify **4.3.2 Single-Family Primary Structure Requirements, Section E**, concerning uninterrupted vertical wall surfaces and offer suggested text amendments.

Attached garage setbacks from the front façade: The sub-committee noted that zoning section **4.3.6.F** requires the front wall of front-facing attached garages shall be at least two feet behind that front corner of the primary structure which is nearest to the garage. The sub-committee noted that this requirement appears to be interrupted differently in recent permit applications, and the issue appears to be what is the definition of *"…front corner of the primary structure which is nearest to the garage*." In some instances, a front porch column or the front edge of a porch has been considered the "*the primary structure."*

Action Plan:

1. Sub-committee to review and clarify the definition of *"…front corner of the primary structure...*" and offer suggested text amendments.

Overall Massing: The sub-committee noted that the current zoning intends to direct new builds to reflect, complement, and preserve the nature and character of existing adjacent homes to the greatest extent possible. It was noted that the Planning Commission does not want to impose design standards or mandate a particular style within Westwood; the goal is to help mitigate stark contrast between adjacent homes.

Action Plan:

1. Sub-committee to review and clarify the current zoning regulations related to overall massing and offer suggested text amendments.

General eave heights: The sub-committee discussed the zoning requirement to help reduce the visual impact between adjacent 1-story and 2-story homes. The goal was to create a visible breakup in the vertical expanse of an exterior wall and reduce the visual disparity between neighboring properties. It was noted that some new builds have successfully incorporated this feature while others have not. This issue also relates to the Overall Massing outlined above.

Action Plan:

1. Sub-committee to review and clarify the current zoning regulations related to maximum eave height and offer suggested text amendments.

Flat Roofs: The current zoning allows for flat roofs for additions and new infill housing but is limited to 25% of the structure's footprint. Recent inquiries for new home builds have wanted to explore using larger flat roof areas, including requests for green/vegetated roofs and roof terraces. The current zoning does not address or offer any guidance related to these issues. As noted above, green/vegetated roofs can help with stormwater mitigation efforts.

Action Plan:

1. Sub-committee to review the issue of green/vegetated roofs and offer suggested text amendments.

Summary:

The Planning Commission intends to move ahead with the review of the issues noted above. A formal timeline has not yet been established.

It was noted at the November 2020 Planning Commission meeting that the Westwood City Council is also interested in several additional topics related to overall housing and new builds. It was noted that other possible issues might include:

1. Accessory Dwelling Structures
2. Creating housing opportunities for all income levels

COUNCIL ACTION FORM
Meeting Date: November 12, 2020
Staff Contact: Leslie Herring, Chief Administrative Officer/City Clerk

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Agenda Item: Consider amendment to contract with Westwood Hills for building official services.

Background / Description of Item:

A review of the existing February 9, 2015 Contract for Building Official Services between the cities of Westwood and Westwood Hills was prompted in the absence of full-time building official Eddie McNeil, who is still currently out on leave, and the resulting retention of IBTS and the use of Roeland Park's building official for inspection and plan review services. As the services provided by Roeland Park and IBTS are higher priced than the flat fee agreed upon by and between the cities of Westwood Hills and Westwood, City staff has worked with Westwood Hills to identify an agreeable resolution for now and to also fit future needs and circumstances.

Staff Comments:

City staff has requested the contract for building official services be amended to reflect an increase in the flat rate of $35/hour to $40/hour when those services are provided by Westwood staff. Additionally, staff has requested the addition of language in the contract to allow the actual cost of services incurred by the City of Westwood to be passed on to Westwood Hills. After conversation with Westwood Hills Mayor, Clerk, and member of the Council, these adjustments to the contract have been verbally agreed to.

Suggested Motion:
I move to authorize the mayor to amend the February 9, 2015 Contract for Building Official Services between the cities of Westwood and Westwood Hills to provide for increased cost of services.

CONTRACT FOR BUILDING OFFICIAL SERVICES

This Contract for Building Official Services (the "Agreement") is made this ___ day of ~~_____, 2015~~ November, 2020, between the City of Westwood, Kansas, a municipal corporation (herein "Westwood"), and the City of Westwood Hills, Kansas, a municipal corporation (herein "Westwood Hills") and amends such Agreement by the same title dated February 9, 2015.

WHEREAS, in the opinion of the governing bodies of Westwood and Westwood Hills, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of construction and building inspection services for the two cities.

NOW THEREFORE, Westwood and Westwood Hills, in consideration of the above and foregoing, their mutual promises, and other good and valuable consideration, have agreed, and by these presents do agree, as follows:

1. Services Provided. Westwood shall provide construction and building inspection services to Westwood Hills beginning January 1, 2016, and continuing for a period of one year. Construction and building inspection services shall include: permit application and plan review, in consultation with the Westwood Hills Planning Commission Chair; issuance of building permits after approval by the Westwood Hills Planning Commission or Planning Commission Chair; review and inspections of projects during the construction process; and the interpretation, application and enforcement of the applicable building and zoning codes to the extent requested by Westwood Hills.

2. Cost of Services. Construction and building inspection services shall be performed by the Building Official of the City of Westwood. For construction and building inspection services provided to Westwood Hills, Westwood Hills shall pay to Westwood the sum of $~~35~~40.00 per hour, or Westwood's actual costs.

3. Employees of Westwood. Notwithstanding anything to the contrary, the Building Official of Westwood, and Westwood's agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4. Indemnification. Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Westwood Hills agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood Hills and said liability arises from a policy, practice, or directive of the City of Westwood Hills or any official, employee or representative of Westwood Hills. Westwood Hills' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability

or upon the fact that services provided under this Agreement took place within the city limits of the City of Westwood Hills, unless the basis for such liability lies within a policy, practice or direction of Westwood Hills.

This indemnity obligation includes the obligation to defend, or provide the cost of defense, to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

5. Insurance. Westwood agrees to obtain comprehensive liability and property damage insurance coverage with limits of not less than $1,000,000 for each act and not less than $2,000,000 aggregate per occurrence, naming Westwood Hills as an additional insured on such policy of insurance. The cost of adding Westwood Hills as an additional insured shall be paid by Westwood Hills.

6. Effective Date. This agreement shall be effective from the January 1, 2016, through December 31, 2016, and shall thereafter be renewed automatically for successive periods of one year each; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving written notice to the other party by certified mail sixty (60) days in advance of such cancellation date. This Agreement may not be assigned by either party.

7. Annual Review of Rates. The rates of compensation described hereinabove shall be renegotiated and agreed upon each year, and a contract addendum as to the rates for services described herein shall be made part of the original Agreement, subject to all provisions herein, except to the extent that the rates for services shall be as agreed upon in said contract addendum.

8. Westwood Hills Responsibility. Westwood Hills shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder.

9. Payment for Services. Payment for services hereunder will be due after receipt by Westwood Hills of an itemized invoice. Normally, if an invoice is received seven (7) days prior to a Westwood Hills City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline to provide any further service under this Agreement until the delinquency is cured.

10. Default. The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

11. Rights and Remedies. In the event of any breach hereunder and after the lapse of the cure period set forth in Section 10 above, the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Johnson County, Kansas.

13. Notices. Any written notice which must or may be given relating to this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, via certified mail, addressed to the Mayor of the city to which notice is being provided, with copies to the City Clerk and City Attorney of such city.

14. Cities Properly Authorized. By executing this Agreement each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. General Provisions.

a. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. Amendment. This Agreement may be modified only by a writing signed by each of the parties hereto.

c. Binding Effect. To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. Captions. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, and the Mayor of the City of Westwood Hills, Kansas has signed such agreement on behalf of the City of Westwood Hills, Kansas.

CITY OF WESTWOOD, KANSAS

By:_____
~~John Yé~~David E. Waters, Mayor

ATTEST:

_____
~~Fred Sherman~~Leslie Herring, City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

CITY OF WESTWOOD HILLS, KANSAS

By:_____
Paula Schwach, Mayor

ATTEST:

_____
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

CONTRACT FOR BUILDING OFFICIAL SERVICES

This Contract for Building Official Services (the "Agreement") is made this ___ day of November, 2020, between the City of Westwood, Kansas, a municipal corporation (herein "Westwood"), and the City of Westwood Hills, Kansas, a municipal corporation (herein "Westwood Hills") and amends such Agreement by the same title dated February 9, 2015.

WHEREAS, in the opinion of the governing bodies of Westwood and Westwood Hills, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of construction and building inspection services for the two cities.

NOW THEREFORE, Westwood and Westwood Hills, in consideration of the above and foregoing, their mutual promises, and other good and valuable consideration, have agreed, and by these presents do agree, as follows:

1. Services Provided. Westwood shall provide construction and building inspection services to Westwood Hills beginning January 1, 2016, and continuing for a period of one year. Construction and building inspection services shall include: permit application and plan review, in consultation with the Westwood Hills Planning Commission Chair; issuance of building permits after approval by the Westwood Hills Planning Commission or Planning Commission Chair; review and inspections of projects during the construction process; and the interpretation, application and enforcement of the applicable building and zoning codes to the extent requested by Westwood Hills.

2. Cost of Services. Construction and building inspection services shall be performed by the Building Official of the City of Westwood. For construction and building inspection services provided to Westwood Hills, Westwood Hills shall pay to Westwood the sum of $40.00 per hour, or Westwood's actual costs.

3. Employees of Westwood. Notwithstanding anything to the contrary, the Building Official of Westwood, and Westwood's agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4. Indemnification. Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Westwood Hills agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood Hills and said liability arises from a policy, practice, or directive of the City of Westwood Hills or any official, employee or representative of Westwood Hills. Westwood Hills' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability or upon the fact that services provided under this Agreement took place within the city limits of

the City of Westwood Hills, unless the basis for such liability lies within a policy, practice or direction of Westwood Hills.

This indemnity obligation includes the obligation to defend, or provide the cost of defense, to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

5. Insurance. Westwood agrees to obtain comprehensive liability and property damage insurance coverage with limits of not less than $1,000,000 for each act and not less than $2,000,000 aggregate per occurrence, naming Westwood Hills as an additional insured on such policy of insurance. The cost of adding Westwood Hills as an additional insured shall be paid by Westwood Hills.

6. Effective Date. This agreement shall be effective from the January 1, 2016, through December 31, 2016, and shall thereafter be renewed automatically for successive periods of one year each; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving written notice to the other party by certified mail sixty (60) days in advance of such cancellation date. This Agreement may not be assigned by either party.

7. Annual Review of Rates. The rates of compensation described hereinabove shall be renegotiated and agreed upon each year, and a contract addendum as to the rates for services described herein shall be made part of the original Agreement, subject to all provisions herein, except to the extent that the rates for services shall be as agreed upon in said contract addendum.

8. Westwood Hills Responsibility. Westwood Hills shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder.

9. Payment for Services. Payment for services hereunder will be due after receipt by Westwood Hills of an itemized invoice. Normally, if an invoice is received seven (7) days prior to a Westwood Hills City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline to provide any further service under this Agreement until the delinquency is cured.

10. Default. The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days

after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

11. Rights and Remedies. In the event of any breach hereunder and after the lapse of the cure period set forth in Section 10 above, the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Johnson County, Kansas.

13. Notices. Any written notice which must or may be given relating to this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, via certified mail, addressed to the Mayor of the city to which notice is being provided, with copies to the City Clerk and City Attorney of such city.

14. Cities Properly Authorized. By executing this Agreement each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. General Provisions.

a. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. Amendment. This Agreement may be modified only by a writing signed by each of the parties hereto.

c. Binding Effect. To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. Captions. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, and the Mayor of the City of Westwood Hills, Kansas has signed such agreement on behalf of the City of Westwood Hills, Kansas.

CITY OF WESTWOOD, KANSAS

By:_____
David E. Waters, Mayor

ATTEST:

_____
Leslie Herring, City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

CITY OF WESTWOOD HILLS, KANSAS

By:_____
Paula Schwach, Mayor

ATTEST:

_____
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

CONTRACT FOR BUILDING OFFICIAL SERVICES

This Contract for Building Official Services (the "Agreement") is made this 9 day of February, 2015, between the City of Westwood, Kansas, a municipal corporation (herein "Westwood"), and the City of Westwood Hills, Kansas, a municipal corporation (herein "Westwood Hills").

WHEREAS, in the opinion of the governing bodies of Westwood and Westwood Hills, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of construction and building inspection services for the two cities.

NOW THEREFORE, Westwood and Westwood Hills, in consideration of the above and foregoing, their mutual promises, and other good and valuable consideration, have agreed, and by these presents do agree, as follows:

1. Services Provided. Westwood shall provide construction and building inspection services to Westwood Hills beginning January 1, 2015, and continuing for a period of one year. Construction and building inspection services shall include: permit application and plan review, in consultation with the Westwood Hills Planning Commission Chair; issuance of building permits after approval by the Westwood Hills Planning Commission or Planning Commission Chair; review and inspections of projects during the construction process; and the interpretation, application and enforcement of the applicable building and zoning codes to the extent requested by Westwood Hills.

2. Cost of Services. Construction and building inspection services shall be performed by the Building Official of the City of Westwood. For construction and building inspection services provided to Westwood Hills, Westwood Hills shall pay to Westwood the sum of $35.00 per hour.

3. Employees of Westwood. Notwithstanding anything to the contrary, the Building Official of Westwood, and Westwood's agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4. Indemnification. Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Westwood Hills agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood Hills and said liability arises from a policy, practice, or directive of the City of Westwood Hills or any official, employee or representative of Westwood Hills. Westwood Hills' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability or upon the fact that services provided under this Agreement took place within the city limits of

the City of Westwood Hills, unless the basis for such liability lies within a policy, practice or direction of Westwood Hills.

This indemnity obligation includes the obligation to defend, or provide the cost of defense, to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

5. Insurance. Westwood agrees to obtain comprehensive liability and property damage insurance coverage with limits of not less than $1,000,000 for each act and not less than $2,000,000 aggregate per occurrence, naming Westwood Hills as an additional insured on such policy of insurance. The cost of adding Westwood Hills as an additional insured shall be paid by Westwood Hills.

6. Effective Date. This agreement shall be effective from the January 1, 2015, through December 31, 2015, and shall thereafter be renewed automatically for successive periods of one year each; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving written notice to the other party by certified mail sixty (60) days in advance of such cancellation date. This Agreement may not be assigned by either party.

7. Annual Review of Rates. The rates of compensation described hereinabove shall be renegotiated and agreed upon each year, and a contract addendum as to the rates for services described herein shall be made part of the original Agreement, subject to all provisions herein, except to the extent that the rates for services shall be as agreed upon in said contract addendum.

8. Westwood Hills Responsibility. Westwood Hills shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder.

9. Payment for Services. Payment for services hereunder will be due after receipt by Westwood Hills of an itemized invoice. Normally, if an invoice is received seven (7) days prior to a Westwood Hills City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline to provide any further service under this Agreement until the delinquency is cured.

10. Default. The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days

after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

11. Rights and Remedies. In the event of any breach hereunder and after the lapse of the cure period set forth in Section 10 above, the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Johnson County, Kansas.

13. Notices. Any written notice which must or may be given relating to this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, via certified mail, addressed to the Mayor of the city to which notice is being provided, with copies to the City Clerk and City Attorney of such city.

14. Cities Properly Authorized. By executing this Agreement each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. General Provisions.

a. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. Amendment. This Agreement may be modified only by a writing signed by each of the parties hereto.

c. Binding Effect. To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. Captions. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, and the Mayor of the City of Westwood Hills, Kansas has signed such agreement on behalf of the City of Westwood Hills, Kansas.

CITY OF WESTWOOD, KANSAS

By: _____
John Ye, Mayor

ATTEST:

_____
Fred Sherman, City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

CITY OF WESTWOOD HILLS, KANSAS

By: _____
Paula Schwach, Mayor

ATTEST:

_____
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

COUNCIL ACTION FORM
Meeting Date: November 12, 2020
Staff Contact: Leslie Herring, Chief Administrative Officer/City Clerk

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Agenda Item: Consider amendment to contract with Westwood Hills for rental property inspections.

Background / Description of Item:

A review of the existing March 10, 2016 Contract for Codes Enforcement Services – Rental Property Inspections between the cities of Westwood and Westwood Hills was prompted in the absence of full-time building official/Codes Administrator Eddie McNeil, who is still currently out on leave, and the resulting recommended amendment to the Contract for Building Official Services.

Staff Comments:

City staff has requested the Contract for Codes Enforcement Services – Rental Property Inspections be amended to reflect an increase in the flat rate of $35/hour to $40/hour when those services are provided by Westwood staff. Additionally, staff has requested the addition of language in the contract to allow the actual cost of services incurred by the City of Westwood to be passed on to Westwood Hills. After conversation with Westwood Hills Mayor, Clerk, and member of the Council, these adjustments to the contract have been verbally agreed to.

Suggested Motion:
I move to authorize the mayor to amend the March 10, 2016 Contract for Codes Enforcement Services – Rental Property Inspections between the cities of Westwood and Westwood Hills to provide for increased cost of services.

CONTRACT FOR CODES ENFORCEMENT SERVICES - RENTAL PROPERTY INSPECTIONS

This Contract for Codes Enforcement Services – Rental Property Inspections (the "Agreement") is made this ___ day of ~~_____,~~ November, 2020~~16~~, between the City of Westwood, Kansas, a municipal corporation (herein "Westwood"), and the City of Westwood Hills, Kansas, a municipal corporation (herein "Westwood Hills") and amends such Agreement by the same title dated March 10, 2016.

WHEREAS, in the opinion of the governing bodies of Westwood and Westwood Hills, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of rental property inspection services for the two cities.

NOW THEREFORE, Westwood and Westwood Hills, in consideration of the above and foregoing, their mutual promises, and other good and valuable consideration, have agreed, and by these presents do agree, as follows:

1. Services Provided. When requested by Westwood Hills, Westwood shall provide rental property inspection services to Westwood Hills beginning January 1, 2016, and continuing for a period of one year. Rental property inspection services shall include, but are not limited to, reviewing rental properties located within Westwood Hills for compliance with the Westwood Hills Minimum Property Maintenance Code. These efforts may also include the interpretation of ordinances and issues and may lead to the preparation of reports, meetings with neighbors and/or meetings with the governing body/staff on an as-needed basis.

2. Cost of Services. Rental property inspection services shall be performed by the Building Official of the City of Westwood. For rental property inspection services provided to Westwood Hills, Westwood Hills shall pay to Westwood the sum of $~~35~~40.00 per hour, or Westwood's actual costs.

3. Employees of Westwood. Notwithstanding anything to the contrary, the Building Official of Westwood, and Westwood's agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4. Indemnification. Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Westwood Hills agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood Hills and said liability arises from a policy, practice, or directive of the City of Westwood Hills or any official, employee or representative of Westwood Hills. Westwood Hills' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability or upon the fact that services provided under this Agreement took place within the city limits of

the City of Westwood Hills, unless the basis for such liability lies within a policy, practice or direction of Westwood Hills.

This indemnity obligation includes the obligation to defend, or provide the cost of defense, to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

5. Insurance. Westwood agrees to obtain comprehensive liability and property damage insurance coverage with limits of not less than $1,000,000 for each act and not less than $2,000,000 aggregate per occurrence, naming Westwood Hills as an additional insured on such policy of insurance. The cost of adding Westwood Hills as an additional insured shall be paid by Westwood Hills.

6. Effective Date. This agreement shall be effective from January 1, 2016, through December 31, 2016, and shall thereafter be renewed automatically for successive periods of one year each; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving written notice to the other party by certified mail sixty (60) days in advance of such cancellation date. This Agreement may not be assigned by either party.

7. Annual Review of Rates. The rates of compensation described hereinabove shall be renegotiated and agreed upon each year, and a contract addendum as to the rates for services described herein shall be made part of the original Agreement, subject to all provisions herein, except to the extent that the rates for services shall be as agreed upon in said contract addendum.

8. Westwood Hills Responsibility. Westwood Hills shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder.

9. Payment for Services. Payment for services hereunder will be due after receipt by Westwood Hills of an itemized invoice. Normally, if an invoice is received seven (7) days prior to a Westwood Hills City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline to provide any further service under this Agreement until the delinquency is cured.

10. Default. The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days

after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

11. Rights and Remedies. In the event of any breach hereunder and after the lapse of the cure period set forth in Section 10 above, the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Johnson County, Kansas.

13. Notices. Any written notice which must or may be given relating to this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, via certified mail, addressed to the Mayor of the city to which notice is being provided, with copies to the City Clerk and City Attorney of such city.

14. Cities Properly Authorized. By executing this Agreement each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. General Provisions.

a. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. Amendment. This Agreement may be modified only by a writing signed by each of the parties hereto.

c. Binding Effect. To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. Captions. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, and the Mayor of the City of Westwood Hills, Kansas has signed such agreement on behalf of the City of Westwood Hills, Kansas.

CITY OF WESTWOOD, KANSAS

By:_____
~~John Yé~~David E. Waters, Mayor

ATTEST:

_____
~~Fred Sherman~~Leslie Herring, City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

CITY OF WESTWOOD HILLS, KANSAS

By:_____
Paula Schwach, Mayor

ATTEST:

_____
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

CONTRACT FOR CODES ENFORCEMENT SERVICES - RENTAL PROPERTY INSPECTIONS

This Contract for Codes Enforcement Services – Rental Property Inspections (the "Agreement") is made this ___ day of November, 2020, between the City of Westwood, Kansas, a municipal corporation (herein "Westwood"), and the City of Westwood Hills, Kansas, a municipal corporation (herein "Westwood Hills") and amends such Agreement by the same title dated March 10, 2016.

WHEREAS, in the opinion of the governing bodies of Westwood and Westwood Hills, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of rental property inspection services for the two cities.

NOW THEREFORE, Westwood and Westwood Hills, in consideration of the above and foregoing, their mutual promises, and other good and valuable consideration, have agreed, and by these presents do agree, as follows:

1. Services Provided. When requested by Westwood Hills, Westwood shall provide rental property inspection services to Westwood Hills beginning January 1, 2016, and continuing for a period of one year. Rental property inspection services shall include, but are not limited to, reviewing rental properties located within Westwood Hills for compliance with the Westwood Hills Minimum Property Maintenance Code. These efforts may also include the interpretation of ordinances and issues and may lead to the preparation of reports, meetings with neighbors and/or meetings with the governing body/staff on an as-needed basis.

2. Cost of Services. Rental property inspection services shall be performed by the Building Official of the City of Westwood. For rental property inspection services provided to Westwood Hills, Westwood Hills shall pay to Westwood the sum of $40.00 per hour, or Westwood's actual costs.

3. Employees of Westwood. Notwithstanding anything to the contrary, the Building Official of Westwood, and Westwood's agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4. Indemnification. Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Westwood Hills agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood Hills and said liability arises from a policy, practice, or directive of the City of Westwood Hills or any official, employee or representative of Westwood Hills. Westwood Hills' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability or upon the fact that services provided under this Agreement took place within the city limits of

the City of Westwood Hills, unless the basis for such liability lies within a policy, practice or direction of Westwood Hills.

This indemnity obligation includes the obligation to defend, or provide the cost of defense, to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

5. Insurance. Westwood agrees to obtain comprehensive liability and property damage insurance coverage with limits of not less than $1,000,000 for each act and not less than $2,000,000 aggregate per occurrence, naming Westwood Hills as an additional insured on such policy of insurance. The cost of adding Westwood Hills as an additional insured shall be paid by Westwood Hills.

6. Effective Date. This agreement shall be effective from January 1, 2016, through December 31, 2016, and shall thereafter be renewed automatically for successive periods of one year each; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving written notice to the other party by certified mail sixty (60) days in advance of such cancellation date. This Agreement may not be assigned by either party.

7. Annual Review of Rates. The rates of compensation described hereinabove shall be renegotiated and agreed upon each year, and a contract addendum as to the rates for services described herein shall be made part of the original Agreement, subject to all provisions herein, except to the extent that the rates for services shall be as agreed upon in said contract addendum.

8. Westwood Hills Responsibility. Westwood Hills shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder.

9. Payment for Services. Payment for services hereunder will be due after receipt by Westwood Hills of an itemized invoice. Normally, if an invoice is received seven (7) days prior to a Westwood Hills City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline to provide any further service under this Agreement until the delinquency is cured.

10. Default. The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days

after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

11. Rights and Remedies. In the event of any breach hereunder and after the lapse of the cure period set forth in Section 10 above, the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Johnson County, Kansas.

13. Notices. Any written notice which must or may be given relating to this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, via certified mail, addressed to the Mayor of the city to which notice is being provided, with copies to the City Clerk and City Attorney of such city.

14. Cities Properly Authorized. By executing this Agreement each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. General Provisions.

a. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. Amendment. This Agreement may be modified only by a writing signed by each of the parties hereto.

c. Binding Effect. To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. Captions. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, and the Mayor of the City of Westwood Hills, Kansas has signed such agreement on behalf of the City of Westwood Hills, Kansas.

CITY OF WESTWOOD, KANSAS

By:_____
David E. Waters, Mayor

ATTEST:

_____
Leslie Herring, City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

CITY OF WESTWOOD HILLS, KANSAS

By:_____
Paula Schwach, Mayor

ATTEST:

_____
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

CONTRACT FOR CODES ENFORCEMENT SERVICES - RENTAL PROPERTY INSPECTIONS

This Contract for Codes Enforcement Services – Rental Property Inspections (the "Agreement") is made this 10th day of March, 2016, between the City of Westwood, Kansas, a municipal corporation (herein "Westwood"), and the City of Westwood Hills, Kansas, a municipal corporation (herein "Westwood Hills").

WHEREAS, in the opinion of the governing bodies of Westwood and Westwood Hills, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of rental property inspection services for the two cities.

NOW THEREFORE, Westwood and Westwood Hills, in consideration of the above and foregoing, their mutual promises, and other good and valuable consideration, have agreed, and by these presents do agree, as follows:

1. **Services Provided.** When requested by Westwood Hills, Westwood shall provide rental property inspection services to Westwood Hills beginning January 1, 2016, and continuing for a period of one year. Rental property inspection services shall include, but are not limited to, reviewing rental properties located within Westwood Hills for compliance with the Westwood Hills Minimum Property Maintenance Code. These efforts may also include the interpretation of ordinances and issues and may lead to the preparation of reports, meetings with neighbors and/or meetings with the governing body/staff on an as-needed basis.

2. **Cost of Services.** Rental property inspection services shall be performed by the Building Official of the City of Westwood. For rental property inspection services provided to Westwood Hills, Westwood Hills shall pay to Westwood the sum of $35.00 per hour.

3. **Employees of Westwood.** Notwithstanding anything to the contrary, the Building Official of Westwood, and Westwood's agents, employees, representatives, or independent contractors, shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4. **Indemnification.** Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills, and hold them harmless for any costs or liability incurred in connection with the provision of services under this Agreement, except that Westwood Hills agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of any services under this Agreement only to the extent liability is attributed to the fault or negligence of Westwood Hills and said liability arises from a policy, practice, or directive of the City of Westwood Hills or any official, employee or representative of Westwood Hills. Westwood Hills' indemnification of Westwood shall not extend to other bases for liability, including, but not limited to, liability predicated upon any imputed or vicarious form of liability or upon the fact that services provided under this Agreement took place within the city limits of the City of Westwood Hills, unless the basis for such liability lies within a policy, practice or direction of Westwood Hills.

This indemnity obligation includes the obligation to defend, or provide the cost of defense, to the indemnitee provided that the indemnitee complies with the requirements of any applicable contract of insurance providing for the provision of a defense or for the cost of defense. Indemnitee will provide a written representation to the insurance provider indicating that indemnitee shall: (1) cooperate with the insurer in the investigation, settlement or defense of the claim or suit; (2) immediately send the insurer copies of any demands, notices, summonses or legal papers received in connection with the claim or suit; (3) notify any other insurer whose coverage is available to the indemnitee; (4) cooperate with the insurer with respect to coordinating other applicable insurance available to the indemnitee; (5) provide the insurer with written authorization to obtain records and other information related to the claim or suit; and (6) provide written authorization to the insurer to conduct and control the defense of the indemnitee in such claim or suit. Upon the assertion of any claim related in any way to the provision of services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

5. Insurance. Westwood agrees to obtain comprehensive liability and property damage insurance coverage with limits of not less than $1,000,000 for each act and not less than $2,000,000 aggregate per occurrence, naming Westwood Hills as an additional insured on such policy of insurance. The cost of adding Westwood Hills as an additional insured shall be paid by Westwood Hills.

6. Effective Date. This agreement shall be effective from January 1, 2016, through December 31, 2016, and shall thereafter be renewed automatically for successive periods of one year each; provided, however, that either party hereto shall have the right to cancel and annul this Agreement by giving written notice to the other party by certified mail sixty (60) days in advance of such cancellation date. This Agreement may not be assigned by either party.

7. Annual Review of Rates. The rates of compensation described hereinabove shall be renegotiated and agreed upon each year, and a contract addendum as to the rates for services described herein shall be made part of the original Agreement, subject to all provisions herein, except to the extent that the rates for services shall be as agreed upon in said contract addendum.

8. Westwood Hills Responsibility. Westwood Hills shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder.

9. Payment for Services. Payment for services hereunder will be due after receipt by Westwood Hills of an itemized invoice. Normally, if an invoice is received seven (7) days prior to a Westwood Hills City Council meeting, payment will be made within seven (7) days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline to provide any further service under this Agreement until the delinquency is cured.

10. Default. The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. Either party shall have thirty (30) days after receipt of written notice from the other party of any breach to correct the conditions specified

in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

11. Rights and Remedies. In the event of any breach hereunder and after the lapse of the cure period set forth in Section 10 above, the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12. Governing Law, Jurisdiction and Venue. All questions with respect to the construction of this Agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this Agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Johnson County, Kansas.

13. Notices. Any written notice which must or may be given relating to this Agreement shall be sufficient if deposited in the United States Mail, postage prepaid, via certified mail, addressed to the Mayor of the city to which notice is being provided, with copies to the City Clerk and City Attorney of such city.

14. Cities Properly Authorized. By executing this Agreement each city certifies to the other that it has taken the necessary actions and is properly authorized to enter into this Agreement. The cities mutually agree to do all acts necessary and proper to carry out the applicable provisions of this Agreement.

15. General Provisions.

a. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

b. Amendment. This Agreement may be modified only by a writing signed by each of the parties hereto.

c. Binding Effect. To the extent permitted by law, this Agreement shall bind the parties and their respective successors and assigns.

d. Captions. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, and the Mayor of the City of Westwood Hills, Kansas has signed such agreement on behalf of the City of Westwood Hills, Kansas.

CITY OF WESTWOOD, KANSAS

By: _____
John M. Yé, Mayor

ATTEST:

_____
Frederick L. Sherman, City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

CITY OF WESTWOOD HILLS, KANSAS

By: _____
Paula Schwach, Mayor

ATTEST:

_____
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

COUNCIL ACTION FORM
Meeting Date: November 12, 2020
Staff Contact: Leslie Herring, Chief Administrative Officer/City Clerk

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Agenda Item: Consider amendment to contract with Mission Woods for building official services.

Background / Description of Item:

A review of the existing November 30, 2001 Contract for building official and codes services between the cities of Westwood and Mission Woods was prompted in the absence of full-time building official Eddie McNeil, who is still currently out on leave, and the resulting retention of IBTS and the use of Roeland Park's building official for inspection and plan review services. As the services provided by Roeland Park and IBTS are higher priced than the flat fee agreed upon by and between the cities of Mission Woods and Westwood, City staff has worked with Mission Woods to identify an agreeable resolution for now and to also fit future needs and circumstances.

Staff Comments:

City staff has requested the contract for building official services be amended to reflect an increase in the flat rate of $35/hour to $40/hour when those services are provided by Westwood staff. Additionally, staff has requested the addition of language in the contract to allow the actual cost of services incurred by the City of Westwood to be passed on to Mission Woods. After conversation with Mission Woods Mayor Darrell Franklin, these adjustments to the contract have been verbally agreed to.

Suggested Motion:
I move to authorize the mayor to amend the November 30, 2001 contract between the cities of Westwood and Mission Woods to provide for increased cost of building official and codes enforcement services.

CONTRACT

This agreement made this _____ day of ~~_____,~~ November, 20~~01~~20 between the City of Westwood, Kansas, a Municipal Corporation (hereinafter also called "Westwood"), and the City of Mission Woods, Kansas, a Municipal Corporation, (hereinafter also called "Mission Woods") and amends such Contract by the same title dated November 30, 2001.

WHEREAS, in the opinion of the governing bodies of Westwood and Mission Woods, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of construction and building inspection and also property maintenance inspection and enforcement for the two cities.

NOW, THEREFORE, Westwood and Mission Woods, in consideration of the above and foregoing, their mutual promises, and for other good and valuable consideration, have agreed, and by these presents do agree as follows, to wit:

1) Westwood shall provide construction and building inspection and also property maintenance inspection and enforcement services to Mission Woods ~~beginning December 1, 2001 and continuing for a period of one year~~. Construction and building inspection services shall include plan and construction review and application and the interpretation, application and enforcement of the applicable building and zoning codes. Property maintenance inspection and enforcement shall include the investigation of property maintenance violations and enforcement of property maintenance codes, as well as appearance in municipal court as needed for testimony.

2) Construction and building inspection services and property maintenance inspection and enforcement services shall be performed by the Building Official and the Property Maintenance Inspector, respectively, of the City of Westwood at the following charges:

a) Mission Woods shall pay to Westwood the sum of $~~35~~40.00 per hour for construction and building inspection services.

b) Mission Woods shall pay to Westwood the sum of $~~25~~40.00 per hour for property maintenance inspection and enforcement services, including any time spent in attendance upon municipal court matters.

3) Notwithstanding anything to the contrary, the Building Official and the Property Maintenance Inspector of Westwood, and Westwood's agents, employees, representatives, or independent contractors shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4) Mission Woods agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of construction and building inspection or property maintenance and enforcement services.

5) Mission Woods agrees to obtain comprehensive liability and property damage insurance with limits of not less than $500,000.00 property damage for any one accident, and not less than $500,00.00 property damage for any one accident naming the City of Westwood as a named insured on such policy of insurance.

6) This agreement shall be effective from the ~~1st day of December, 2001 through the 31st day of November 2002~~date of execution, and shall thereafter be renewed automatically from periods of one year; provided, however, that either party hereto shall have the privilege to cancel, and annul this agreement by giving written notice by registered mail sixty days in advance to the other party. It is further provided that this agreement shall not be assigned by either party.

7) All equipment utilized hereunder shall remain the property of Westwood.

8) The rates of compensation described hereinabove shall be renegotiated each year, and a contract addendum as to the cost of services described herein and agreed to shall be made part of the original agreement, subject to all provisions therein, except to the extent that compensation is as agreed upon by said contract addendum.

9) Mission Woods shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder. It is mutually agreed by the governing bodies and their respective cities hereto, that each will do all acts necessary and proper to carry out the applicable provisions of this agreement.

10) In the event mechanical failure prevents Westwood from performing any of these services hereunder, Westwood shall use reasonable efforts to repair said equipment as promptly as possible. Alternatively, and at the sole discretion of Westwood, Westwood may elect to obtain the use of alternative equipment if possible, and Mission Woods agrees to pay the additional cost, if any, of the rental of any such equipment which is attributable to Mission Woods.

11) Any costs may be adjusted on an item-by-item basis and mutual agreement as appropriate under the circumstances. Payment will be due after receipt of an itemized invoice. Normally, if an invoice is received by the Wednesday before the first Tuesday of the month, a warrant for payment will be presented and approved by the Mission Woods Council on that first Tuesday, and payment will be made within 7 days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline further service under this Agreement until the delinquency is cured.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, as such Mayor and the City of Westwood has caused these presents to be attested by the City Clerk and the seal of such City hereto attached, and the Mayor of the City of Mission Woods, Kansas has signed such agreement on behalf of the City of Mission Woods, as such Mayor and the City of Mission Woods has caused these presents to be attested by its City Clerk and the seal of said City to be attached the date and year herein written.

CITY OF WESTWOOD, KANSAS

By: _____

~~William L. Kostar~~David E. Waters, Mayor

~~Patzman~~Darrell Franklin, Mayor

ATTEST:

_____

~~Kathleen McMahon~~Leslie Herring, City Clerk

City Clerk

APPROVED AS TO FORM:

_____

~~James R. Orr~~Ryan B. Denk, City Attorney

CITY OF MISSION WOODS, KANSAS

By: _____

~~David~~

Shelley ~~Gregory~~Floyd,

ATTEST:

_____

APPROVED AS TO FORM:

_____

Ronald S. Reuter, City

Attorney

CONTRACT

This agreement made this _____ day of November, 2020 between the City of Westwood, Kansas, a Municipal Corporation (hereinafter also called "Westwood"), and the City of Mission Woods, Kansas, a Municipal Corporation, (hereinafter also called "Mission Woods") and amends such Contract by the same title dated November 30, 2001.

WHEREAS, in the opinion of the governing bodies of Westwood and Mission Woods, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of construction and building inspection and also property maintenance inspection and enforcement for the two cities.

NOW, THEREFORE, Westwood and Mission Woods, in consideration of the above and foregoing, their mutual promises, and for other good and valuable consideration, have agreed, and by these presents do agree as follows, to wit:

1) Westwood shall provide construction and building inspection and also property maintenance inspection and enforcement services to Mission Woods. Construction and building inspection services shall include plan and construction review and application and the interpretation, application and enforcement of the applicable building and zoning codes. Property maintenance inspection and enforcement shall include the investigation of property maintenance violations and enforcement of property maintenance codes, as well as appearance in municipal court as needed for testimony.

2) Construction and building inspection services and property maintenance inspection and enforcement services shall be performed by the Building Official and the Property Maintenance Inspector, respectively, of the City of Westwood at the following charges:

a) Mission Woods shall pay to Westwood the sum of $40.00 per hour for construction and building inspection services.

b) Mission Woods shall pay to Westwood the sum of $40.00 per hour for property maintenance inspection and enforcement services, including any time spent in attendance upon municipal court matters.

3) Notwithstanding anything to the contrary, the Building Official and the Property Maintenance Inspector of Westwood, and Westwood's agents, employees, representatives, or independent contractors shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4) Mission Woods agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of construction and building inspection or property maintenance and enforcement services.

5) Mission Woods agrees to obtain comprehensive liability and property damage insurance with limits of not less than $500,000.00 property damage for any one accident, and not less than $500,00.00 property damage for any one accident naming the City of Westwood as a named insured on such policy of insurance.

6) This agreement shall be effective from the date of execution, and shall thereafter be renewed automatically from periods of one year; provided, however, that either party hereto shall have the privilege to cancel, and annul this agreement by giving written notice by registered mail sixty days in advance to the other party. It is further provided that this agreement shall not be assigned by either party.

7) All equipment utilized hereunder shall remain the property of Westwood.

8) The rates of compensation described hereinabove shall be renegotiated each year, and a contract addendum as to the cost of services described herein and agreed to shall be made part of the original agreement, subject to all provisions therein, except to the extent that compensation is as agreed upon by said contract addendum.

9) Mission Woods shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder. It is mutually agreed by the governing bodies and their respective cities hereto, that each will do all acts necessary and proper to carry out the applicable provisions of this agreement.

10) In the event mechanical failure prevents Westwood from performing any of these services hereunder, Westwood shall use reasonable efforts to repair said equipment as promptly as possible. Alternatively, and at the sole discretion of Westwood, Westwood may elect to obtain the use of alternative equipment if possible, and Mission Woods agrees to pay the additional cost, if any, of the rental of any such equipment which is attributable to Mission Woods.

11) Any costs may be adjusted on an item-by-item basis and mutual agreement as appropriate under the circumstances. Payment will be due after receipt of an itemized invoice. Normally, if an invoice is received by the Wednesday before the first Tuesday of the month, a warrant for payment will be presented and approved by the Mission Woods Council on that first Tuesday, and payment will be made within 7 days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline further service under this Agreement until the delinquency is cured.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, as such Mayor and the City of Westwood has caused these presents to be attested by the City Clerk and the seal of such City hereto attached, and the Mayor of the City of Mission Woods, Kansas has signed such agreement on behalf of the City of Mission Woods, as such Mayor and the City of Mission Woods has caused these presents to be attested by its City Clerk and the seal of said City to be attached the date and year herein written.

CITY OF WESTWOOD, KANSAS

By: _____

David E. Waters, Mayor

ATTEST:

_____

Leslie Herring, City Clerk

APPROVED AS TO FORM:

_____

Ryan B. Denk, City Attorney

CITY OF MISSION WOODS, KANSAS

By: _____

Darrell Franklin, Mayor

ATTEST:

_____

Shelley Floyd, City Clerk

APPROVED AS TO FORM:

_____

Ronald S. Reuter, City Attorney

CONTRACT

This agreement made this 30 day of Nov, 2001 between the City of Westwood, Kansas, a Municipal Corporation (hereinafter also called "Westwood"), and the City of Mission Woods, Kansas, a Municipal Corporation, (hereinafter also called "Mission Woods").

WHEREAS, in the opinion of the governing bodies of Westwood and Mission Woods, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to cooperate and consolidate in the provision of construction and building inspection and also property maintenance inspection and enforcement for the two cities.

NOW, THEREFORE, Westwood and Mission Woods, in consideration of the above and foregoing, their mutual promises, and for other good and valuable consideration, have agreed, and by these presents do agree as follows, to wit:

1) Westwood shall provide construction and building inspection and also property maintenance inspection and enforcement services to Mission Woods beginning December 1, 2001 and continuing for a period of one year. Construction and building inspection services shall include plan and construction review and application and the interpretation, application and enforcement of the applicable building and zoning codes. Property maintenance inspection and enforcement shall include the investigation of property maintenance violations and enforcement of property maintenance codes, as well as appearance in municipal court as needed for testimony.

2) Construction and building inspection services and property maintenance inspection and enforcement services shall be performed by the Building Official and the Property Maintenance Inspector, respectively, of the City of Westwood at the following charges:

a) Mission Woods shall pay to Westwood the sum of $35.00 per hour for construction and building inspection services.

b) Mission Woods shall pay to Westwood the sum of $25.00 per hour for property maintenance inspection and enforcement services, including any time spent in attendance upon municipal court matters.

3) Notwithstanding anything to the contrary, the Building Official and the Property Maintenance Inspector of Westwood, and Westwood's agents, employees, representatives, or independent contractors shall remain subject to the exclusive supervision and control of the governing body of the City of Westwood.

4) Mission Woods agrees to indemnify Westwood and hold it harmless for any liability incurred in connection with the provision of construction and building inspection or property maintenance and enforcement services.

5) Mission Woods agrees to obtain comprehensive liability and property damage insurance with limits of not less than $500,000.00 property damage for any one accident, and not less than $500,00.00 property damage for any one accident naming the City of Westwood as a named insured on such policy of insurance.

6) This agreement shall be effective from the 1st day of December, 2001 through the 31st day of November 2002, and shall thereafter be renewed automatically from periods of one year; provided, however, that either party hereto shall have the privilege to cancel, and annul this agreement by giving written notice by registered mail sixty days in advance to the other party. It is further provided that this agreement shall not be assigned by either party.

7) All equipment utilized hereunder shall remain the property of Westwood.

8) The rates of compensation described hereinabove shall be renegotiated each year, and a contract addendum as to the cost of services described herein and agreed to shall be made part of the original agreement, subject to all provisions therein, except to the extent that compensation is as agreed upon by said contract addendum.

9) Mission Woods shall be responsible for establishing and maintaining a budget to cover all anticipated expenses hereunder. It is mutually agreed by the governing bodies and their respective cities hereto, that each will do all acts necessary and proper to carry out the applicable provisions of this agreement.

10) In the event mechanical failure prevents Westwood from performing any of these services hereunder, Westwood shall use reasonable efforts to repair said equipment as promptly as possible. Alternatively, and at the sole discretion of Westwood, Westwood may elect to obtain the use of alternative equipment if possible, and Mission Woods agrees to pay the additional cost, if any, of the rental of any such equipment which is attributable to Mission Woods.

11) Any costs may be adjusted on an item-by-item basis and mutual agreement as appropriate under the circumstances. Payment will be due after receipt of an itemized invoice. Normally, if an invoice is received by the Wednesday before the first Tuesday of the month, a warrant for payment will be presented and approved by the Mission Woods Council on that first Tuesday, and payment will be made within 7 days thereafter. If an invoice remains unpaid 90 days after presentation, Westwood may decline further service under this Agreement until the delinquency is cured.

IN WITNESS WHEREOF, the Mayor of Westwood, Kansas, has signed this agreement on behalf of the City of Westwood, Kansas, as such Mayor and the City of Westwood has caused these presents to be attested by the City Clerk and the seal of such City hereto attached, and the Mayor of the City of Mission Woods, Kansas has signed such agreement on behalf of the City of Mission Woods, as such Mayor and the City of Mission Woods has caused these presents to be attested by its City Clerk and the seal of said City to be attached the date and year herein written.

CITY OF WESTWOOD, KANSAS

By: _____
William L. Kostar, Mayor

CITY OF MISSION WOODS, KANSAS

By: _____
David Patzman, Mayor

ATTEST:

_____
Kathleen McMahon, City Clerk

ATTEST:

_____
Shelley Gregory, City Clerk

APPROVED AS TO FORM:

_____
James R. Orr, City Attorney

APPROVED AS TO FORM:

_____
Ronald S. Reuter, City Attorney

COUNCIL ACTION FORM **Administration**

Meeting Date: November 12, 2020
Staff Contact: Leslie Herring, Chief Administrative Officer / City Clerk

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Agenda Item: Consideration of Resolution No. 86-2020 declaring that the second Monday in October will be known as Indigenous Peoples Day in the City of Westwood.

Background / Description of Item:
Following request by an interested Westwood resident, recommendation was made that the City consider declaring the second Monday in October to be known as Indigenous Peoples Day in the City of Westwood. Staff has prepared a resolution intended to take effect beginning on October 11, 2021.

Suggested Motion:
I move to approve Resolution No. 86-2020 declaring that the second Monday in October will be known as Indigenous Peoples Day in the City of Westwood.

CITY OF WESTWOOD, KANSAS
RESOLUTION NO. 86-2020

A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS, DECLARING THAT THE SECOND MONDAY IN OCTOBER WILL BE KNOWN AS INDIGENOUS PEOPLES DAY IN THE CITY OF WESTWOOD.

WHEREAS, Columbus Day is observed as a federal holiday established by order of President Roosevelt in 1937, and is officially recognized by some cities and states around the country on the second Monday of October, although is not an official City of Westwood holiday;

WHEREAS, Columbus Day provides an opportunity to reflect on the colonization of North America by Europeans and the development over the past 500-plus years of a unique, diverse and complex civilization unlike that of other parts of the world;

WHEREAS, The City of Westwood recognizes the occupation of the homelands of multiple native tribes for the building of our region and knows indigenous nations have lived upon this land since time immemorial and values the progress of our society accomplished through and by American Indian thought, culture and technology;

WHEREAS, The City of Westwood understands the importance of recognizing our Indigenous roots, history, and contributions;

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination against Indigenous Populations in the Americas;

WHEREAS, officially recognizing Indigenous Peoples on the second Monday of October would help provide a more balanced representation of our region's cultural history and constitute a small act of restitution for the hardships endured by Indigenous Peoples since the onset of European colonization of the Americas;

WHEREAS, the residents and elected leaders of the City of Westwood embrace an open and affirming community that celebrates diversity and rejects oppression of minority peoples, including Indigenous Peoples; and

WHEREAS, the City of Westwood is committed to promoting respect for, and understanding of, the region's indigenous community, their long history, and their continuing contribution to contemporary society.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

Section 1. The City of Westwood shall recognize Indigenous Peoples' Day on the second Monday in October, beginning on October 11, 2021.

Section 2. The City Council and Mayor encourage residents, businesses, organizations and public institutions in Westwood also to memorialize and celebrate Indigenous Peoples on the second Monday of October.

Section 3. The City Council and Mayor encourage residents, businesses, organizations and public institutions in Westwood to take steps to acquire a more complete and balanced history of this continent's and region's development since the arrival of European settlers, including an understanding of the contributions made by Indigenous Peoples, together with the hardships and sacrifices endured by Indigenous Peoples.

ADOPTED by the Governing Body of the City of Westwood, Kansas, this 12th day of November, 2020.

_____
David E. Waters, Mayor

ATTEST:

_____
Leslie Herring, City Clerk

APPROVED AS TO FORM AND LEGALITY

_____
Ryan B. Denk, City Attorney

WESTWOOD

OCTOBER 2020

ACTIVITIES / OFFENSE	THIS MONTH	20-YTD	19-YTD	20-Avg	CHANGE
PART I CRIMES					
MURDER					No Change
RAPE		1		0.10	1
ROBBERY			1		-1
BURGLARY					
BUSINESS					No Change
RESIDENTIAL		1	1	0.10	No Change
VEHICLE	6	23	9	0.90	14
MOTOR VEH THEFT	1	6	2	0.60	4
LARCENY / THEFT		21	24	2.10	-3
ASSAULT / BATTERY		4	1	0.40	3
ARRESTS					
FELONY		3	4	0.30	-1
MISDEMEANOR		1	9	0.10	-8
TRAFFIC		2	2	0.20	No Change
DRUG	1	14	6	1.40	8
DUI		1		0.10	1
WARRANTS	1	22	50	2.20	-28
CONFINED		6	15	0.60	-9
SUMMONS					
HAZARD	31	436	588	43.60	-152
NON-HAZARD	41	944	1554	94.40	-610
DUI		1		0.10	1
ORD. VIOLATION	1	43	7	4.30	36
ACCIDENTS					
NON-INJURY		10	17	1.00	-7
INJURY		4	2	0.40	2
PRIVATE PROPERTY		1		0.10	1
ADMIN.DUTIES-PD	51	324	239	32.40	85
ADMIN.DUTIES - CITY		43	3	4.30	40
ALARM	6	34	18	3.40	16
ANIMAL	1	12	6	1.20	6
ASSIST - POLICE	3	53	54	5.30	-1
ASSIST - PUB MOTOR	20	99	60	9.90	39
BLD. CHECK-SHAKE	40	68	43	6.80	25
BLD. CHECK-PATROL	1460	11596	12060	1159.60	-464
BUSINESS CHECK	344	760	171	76.00	589
CIVIL MATTER	1	3	7	0.30	-4
EXTRA PATROL HAZARD					No Change
EXTRA PATROL NON HAZ		3		0.3	3
EXTRA PATROL DUI					No Change
EXTRA PATROL ORD.					No Change

WESTWOOD

OCTOBER 2020

ACTIVITIES / OFFENSE	THIS MONTH	20-YTD	19-YTD	20-Avg	CHANGE
CRIMINAL DAMAGE	1	6	1	0.60	5
DISTURBANCE	5	30	20	3.00	10
DISORDERLY CONDUCT					No Change
FIELD INTERVIEW FORM		1		0.10	1
FIRE		4	8	0.40	-4
FOLLOW UP		22		2.20	22
INFO / INVEST		37	44	3.70	-7
JUVENILE		4	3	0.40	1
MENTAL HEALTH					
SUICIDE		1		0.1	1
ATT SUICIDE		2		0.2	2
INVOLUNTARY COMMITTAL		2		0.2	2
ALL OTHER MENTAL HEALTH	2	6		0.6	6
MEDICAL CALL	11	71	37	7.1	34
NATURE UNKNOWN		2	5	0.20	-3
NOISE COMPLAINT		9	17	0.90	-8
OPEN DOOR		5	10	0.50	-5
ORD. COMPLAINT		4		0.40	4
ORD. VIOL WARNING		1	3	0.10	-2
ORD. VIOL LETTER		1		0.10	1
OTHER		4	1	0.40	3
PED. CHECK		5		0.50	5
PUBLIC SERVICE	22	132	106	13.20	26
RECOVERED PROP		11	5	1.10	6
RESIDENCE CHECK	54	302	413		-111
SUSPICIOUS SUBJECT	3	38	30	3.80	8
VEH CHECK OCCUPIED	3	20	15	2.00	5
VEH CHECK UNOCCUPIED	1	30	35	3.00	-5
TELE. CALL HARASS	1	1		0.10	1
TELE. CALL THREAT			1		-1
TRAFFIC COMPLAINT	6	19	28	1.90	-9
TRAFFIC WARNING	3	132	291	13.20	-159
UNATTENDED DEATH					No Change

Total Activity	2031	**Last Year - YTD Activity**	13499
Year to Date Activity	13828	**Difference in Activity**	
Total Monthly Summons	73		
Hazardous Summons Percentage	42%		

WESTWOOD
INCIDENT SUMMARY

ATTEMPTED AUTO THEFT

CASE NO: 20-0283 **LOCATION:** 4901 Adams
DATE : 10/11/2020
ACTIVITY: Unknown suspect broke into and attempted to steal the victim's vehicle.

AUTO BURGLARY

CASE NO: 20-0290 **LOCATION:** 2106 W 48th St
DATE : 10/27/2020
ACTIVITY: Unknown suspect(s) entered the unlocked vehicle and took a women's black puff coat.

CASE NO: 20-0291 **LOCATION:** 2321 W 48th St
DATE : 10/27/2020
ACTIVITY: Unknown suspect(s) entered the unlocked vehicle, but no loss was reported.

CASE NO: 20-0292 **LOCATION:** 2917 W 50th Terr
DATE : 10/27/2020
ACTIVITY: Unknown suspect(s) entered two unlocked vehicles, but no loss was reported.

CASE NO: 20-0293 **LOCATION:** 4820 Booth
DATE : 10/27/2020
ACTIVITY: Uknown suspect(s) entered the unlocked vehicle and took a pair of sunglassess.

CASE NO: 20-0295 **LOCATION:** 3010 W 50th Terr
DATE : 10/27/2020
ACTIVITY: Unknown suspect(s) entered the unlocked vehicle, but no loss was reported.

WESTWOOD
COURT SUMMARY
OCTOBER, 2020

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
October 09, 2020	38	06	$ 2,871.00	38	00
October 16, 2020	37	04	$ 2,610.00	16	14
October 23, 2020	35	00	$ 2,242.00	19	15
TOTALS					
October, 2020	110	10	$ 7,723.00	73	29
October, 2019	167	08	$16,605.50	58	50
			TOTAL (7,723.00) less		
			* Kansas DL fees:		$122.00
			* Judges Training Fund:		$25.00
			* LET Training Fund:		$ 560.00
			* Seat Belt Safety Fund:		$ 20.00
			October, 2020 TOTAL:		$6,996.00

Y.T.D. TOTALS 2020		**Y.T.D. TOTALS 2019**	
ARRAIGNMENTS:	1577	ARRAIGNMENTS:	1476
TRIALS	211	TRIALS:	156
LETTERS:	1621	LETTERS:	651
WARRANTS:	239	WARRANTS:	291
FINES:	$121,931.90	FINES:	$176,012.18
KS DL FEES:	$1682.00	KS DL FEES:	$1746.00
JUDGES FUND:	$448.00	JUDGES FUND:	$797.00
L.E.T.FUND:	$8,574.00	L.E.T FUND:	$11,207.50
COMM CORRECT FUND: $0.00		COMM CORRECT FUND: $0.00	
SEATBELT SAFETY FUND: $260.00		SEATBELT SAFETY FUND: $820.00	

COUNCIL ACTION FORM **Public Safety Item**

Meeting Date: November 12, 2020
Staff Contact: Greg O'Halloran, Chief of Police

Agenda Item: Resolution to adopt the Multi-Jurisdictional Hazard Mitigation Plan for Johnson County to allow us to be better prepared to address the impacts of disaster situations.

Background / Description of Item:

Hazard mitigation planning is the process through which hazards that threaten communities are identified, impacts of those hazards are determined, mitigation goals and strategies are determined, and actions are prioritized and implemented. The Disaster Mitigation Act of 2000 requires all political entities in the United States to have an approved Hazard Mitigation Plan in order to be eligible to receive hazard mitigation funds following a disaster - should funding become available through FEMA or other resources.

The Multi-Jurisdictional Hazard Mitigation Plan for Johnson County documents the County's hazard mitigation planning process and identifies relevant hazards, vulnerabilities, and strategies that Johnson County and participating jurisdictions can use to decrease vulnerability and increase resiliency and sustainability. Over the course of 2018 & 2019, Johnson County worked with local partners, Wyandotte County, Leavenworth County, and Kansas Division of Emergency Management to develop the Region L Multi-Jurisdictional Hazard Mitigation Plan. The regional mitigation plan was **approved by FEMA** on October 3rd, 2019 and was formally adopted via **Resolution No. 059-19** by the Johnson County Board of County Commissioners on November 7th, 2019.

Staff Recommendation:

Authorize and approve the resolution.

Suggested Motion:
I move to approve Resolution No. 87-2020 adopting the Kansas Homeland Security Region L Hazard Mitigation Plan.

CITY OF WESTWOOD, KANSAS
RESOLUTION NO. 87-2020

A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS, ADOPTING THE KANSAS HOMELAND SECURITY REGION L HAZARD MITIGATION PLAN.

WHEREAS, the City of Westwood recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Westwood fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region L Hazard Mitigation Plan, and approved it contingent upon this official adoption of the governing body of the City of Westwood; and

WHEREAS, the City of Westwood desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region L Hazard Mitigation Plan; and

WHEREAS, adoption of this resolution by the governing body of the City of Westwood demonstrates the jurisdictions' commitment to fulfilling the mitigation goals and objectives outlined in this plan; and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

Section 1. The City of Westwood adopts the Kansas Homeland Security Region L Hazard Mitigation Plan as an official plan.

Section 2. The City of Westwood will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan's final approval.

ADOPTED by the Governing Body of the City of Westwood, Kansas, this 12th day of November, 2020.

_____
David E. Waters, Mayor

ATTEST:

_____
Leslie Herring, City Clerk

APPROVED AS TO FORM AND LEGALITY

_____
Ryan B. Denk, City Attorney

Westwood Public Works
Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, OCTOBER 2020
DATE: NOVEMBER 10, 2020

Some of the activities for Public Works in October include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the City; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the City at various meetings to include:
   CARS TRC Meeting – Via Zoom – 1 hr.
   OGL Meeting - /Via Zoom – 1.5 hrs.
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood in regard to utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department's daily functions.
11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We patched potholes in various locations.
15. I attended briefings related to COVID 19 pandemic via Zoom.
16. We are performing COVID 19 related sanitation at City Hall related to court.
17. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
18. Mitch is attending monthly Safety Committee Meetings.

19. We swept streets.
20. We winterized the decorative fountains for the season.
21. We removed the stone veneer from the wall at 4800 Rainbow Blvd.
22. We inspected and operated all of the snow equipment in preparation for winter.
23. We removed the silt fence from the 5050 Rainbow Blvd. property.
24. We assisted with the tree planting performed by the Forestry Grant.

This concludes my activities report for some of the activities for Public Works in October.

Westwood Public Works

To: Governing Body

From: John Sullivan, Director of Public Works

Date: November 10, 2020

Re: Monthly Status Report

- 2019 (formerly 2018) Street and Storm water Improvement Projects: I will be meeting with the General Contractor on the Punchlist Items in the spring in preparation of the final inspection on the bond.

- W. 47th Street Project: We have met with the consultant and KDOT. We are working on an agreement and refining the scope to fit the budget.

- Stone Wall Veneer, 4800 Building: The Public Works crew has removed the stone wall veneer that is within the ROW and mortared in the ends. I have not received any further communication from the building owner.

- Storm Water Infrastructure Survey: We have requested from the SMAC Program our reimbursement for the programs share of the project.

- KU Crosswalk: This project is complete.

- Paint Only Project on W. 47th Street: This project is complete.

- Belinder CARS Project, UBAS with additional streets: The Project is complete. I am processing the paperwork for reimbursement from the CARS Program.

- Annex Street Preliminary Design: I have an engineering agreement for presentation and consideration at the November 12th Council meeting.

- 5050 Rainbow Demolition Plan: The fence has been installed. The only item left is the concrete driveway removals.

- HVAC Replacement, City Hall: This project is complete.

COUNCIL ACTION FORM
Meeting Date: November 12, 2020
Staff Contact: John Sullivan, Public Works Director

Agenda Item: Consider an agreement with Uhl Engineering for the Design Services and Bid Documents for the 2021 Mill & Overlay on W. 47th Terrace and W. 48th Street between State Line Road and Rainbow Boulevard, to include the alleys, and the CARS Project on State Line.

Background / Description of Item:
The City of Westwood has requested from Uhl Engineering an agreement to perform the following scope of services:

1. Provide Design Engineering and Bid Documents for W. 47th Terrace and W. 48th Street between State Line Road and Rainbow Boulevard to include the alleys. This will be a joint effort with Westwood Hills on the Alley between W. 48th Street and W. 48th Terrace.
2. Provide Design Engineering, Bid Documents and Coordination for the CARS Project on State Line Road. This will be a joint project with Kansas City, Mo. and Johnson County.

Staff Recommendation:
Public Works Committee recommends that the City Council approve the expenditure from the CIP Fund in an amount not to exceed $63,698.00 and authorize the Mayor to sign the contract.

Suggested Motion:
I move to authorize the mayor to execute the professional services agreement for 2021 mill & overlay streets work with Uhl Engineering, Inc. in an amount not to exceed $63,698.00.

PROFESSIONAL SERVICES AGREEMENT
2021 Mill & Overlay Program
City of Westwood, Kansas

This Agreement is made this _____ day of _____, 2020, in Johnson County, Kansas, by and between the City of Westwood, Kansas ("City"), and Uhl Engineering, Inc. ("Professional")

SECTION 1 – PROFESSIONAL'S DUTIES

Professional shall provide services pursuant to these Exhibits:

Exhibit A – Project Scope
Exhibit B – Project Segments by Location and Number
Exhibit C – Design Narrative

Professional understands that time is of the essence in this work and shall follow the follow the schedule outlined in **Exhibit D – (Tentative) Project Schedule,** to the extent possible.

SECTION II – COMPENSATION

City shall pay Professional *Sixty Three Thousand Six Hundred and Nintey Eight Dollars ($63,698)* on the basis and breakdown shown in **Exhibit E – Fee** attached hereto and incorporated herein by reference. City agrees to remit such payment to Professional within 30 days of invoice.

SECTION III – TERM OF AGREEMENT

This agreement shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

SECTION IV – SCOPE OF SERVICES

The Fee and Schedule included herein are based on an estimated work scope that is generally associated with the design and construction of similar public improvement projects. Unforeseen conditions that are encountered can impact the project Fee and Schedule, and may include but are not limited to utility relocation, delays in the acquisition of easements, and buried physical features that were not discovered prior to the execution of this agreement. If said unforeseen conditions necessitate the modification of Fee or Schedule, the Professional shall notify the City. Both parties shall agree in writing that the said unforeseen conditions justify a change in Fee and/or Schedule.

SECTION V – TERMINATION

Either party may terminate this Agreement for its convenience upon seven (7) days written notice to the other party, provided, however, that Professional may not terminate the Agreement without completing any Project Segment delivered to it prior to said notice of termination. Upon termination, Professional shall return all documents and pending reports to City and City shall, within 30 days of receipt of a final invoice from Professional, pay Professional for sums for work incurred prior to the date of termination.

SECTION VI – INSURANCE

Professional shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. The City will only accept coverage from an insurance carrier offering proof that the carrier is licensed to do business in Kansas; carries a Best's Policyholder rating of A-X or better or otherwise approved by the City; and carries at least a class X financial rating. The Professional is required to carry insurance while performing the proposed work for the City. The Professional will furnish a Certificate of Insurance to the City as Part of their proposal. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. With the exception of professional liability, the Professional shall name the City as an additional insured in the amount of $500,000 for all claims determined to be subject to the Kansas Tort Claims Act. With the exception of professional liability, the Professional shall name the City as an additional insured for all other claims set forth below:

1. Professional Liability

Consulting Professional shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars ($1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. General Liability

(a) General Aggregate…… $2,000,000.00
(b) Personal and Advertising Injury (Each Person)……..…… $1,000,000.00
(c) Each Occurrence…..…… $1,000,000.00

Policy MUST include the following conditions: (a) Broad Form Contractual/ Contractually Assumed Liability; and (b) Independent Contractors; (c) explosion, collapse and underground.

3. Automobile Liability

Policy shall protect the Professional against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either (a) Any Auto; or (b) All Owned Autos, Hired Autos, and Non-Owned Autos.

(a) All autos Combined Single Limits (CSL)…….$1,000,000.00
(b) Uninsured motorists…….……...…$1,000,000.00
(c) Excess Liability……..…Their Limit

Umbrella policy may be used to meet coverage limits.

Policy shall protect the Professional against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the General Liability section.

4. Workers Compensation (includes "all states" insurance)
   (a) Workers Compensation……Statutory
   (b) Professional shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.

(c) Employer's Liability:

Bodily Injury by Accident	$500,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$500,000 each employee

5. Sub-consultant's Insurance. If any part of this Agreement is to be sublet, the Professional shall either:
(a) Cover all sub-Professionals under its insurance policies; or
(b) Require each sub-Professional not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

6. Notice of Claim Reduction of Policy Limits

The Professional, upon receipt of notice of any claim in connection with the Proposal, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Professional shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate in excess of $100,000.00, whether or not such impairment came about as a result of this Contract.

In the event the City shall determine that the Professional's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Professional shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

SECTION VII - INDEMNITY

The Professional shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Professional, its employees, agents, or sub-consultants, or others for whom the Professional is legally liable.

SECTION VIII – ASSIGNMENT

The parties hereto agree that neither shall assign, sublet, delegate or transfer their interest or duties in this Agreement without the written consent of the other party and further agree that this Agreement binds the parties, and their heirs and successors.

SECTION IX – PRIOR STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior written or verbal statements of any representative of the parties hereto and such statements form no part of this Agreement. The parties acknowledge that this Agreement may not be amended or modified except in writing signed by both parties hereto.

SECTION X – INDEPENDENT PROFESSIONAL

Professional is an independent Professional and as such is not an employee of City. Professional is responsible for any and all federal, state and local taxes.

SECTION XI – EQUAL OPPORTUNITY

Professional shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Professional shall include the phrase, "equal opportunity employer"; if Professional fails to comply with the manner in which Professional reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Professional shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; if Professional is found guilty of a violation of the Kansas act against discrimination or any other act banning discrimination or retaliation, under a decision or order of the commission which has become final, Professional shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; and Professional shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

SECTION XII – LIEN WAIVERS

The Professional will provide the City with a list of any subcontractors or others performing work on this project and the Professional Contractor will not use any other subcontractors or others on the project. The Professional Contractor will provide a lien waiver from any such subcontractor. Such waivers will hold the City free from any liens for work or materials and must be received by the City prior to final payment to the Professional Contractor.

SECTION XIII – APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Kansas.

- *This space intentionally left blank* -

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above written.

City of Westwood:

By:_____
David E. Waters, Mayor

Attest:

By:_____
Leslie Herring, City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk
City Attorney

Professional:
Uhl Engineering, Inc.

By: _____

Title: President
Address: 4121 West 83rd Street,
Suite 156
Shawnee Mission, KS 66208

EXHIBIT A: Project Scope

The scope of work shall include preparing contract document for mill & overlay of asphalt streets, spot repairs of portion cement concrete (PCC) curb & gutter and rehabilitating of the alley that extend into the City of Westwood Hills:

- ***Segment #1:*** *47th Terrace (Rainbow Boulevard to State Line Road) (1,215 l.f. +/-); Costs borne by Westwood. Includes 2 alleys extending north and one alley south to Segment #2.*

- ***Segment #2:*** *48th Street (Rainbow Boulevard to State Line Road) (1,210 l.f. +/-); Costs Borne by Westwood. Includes the alley extending north to Segment #1.*

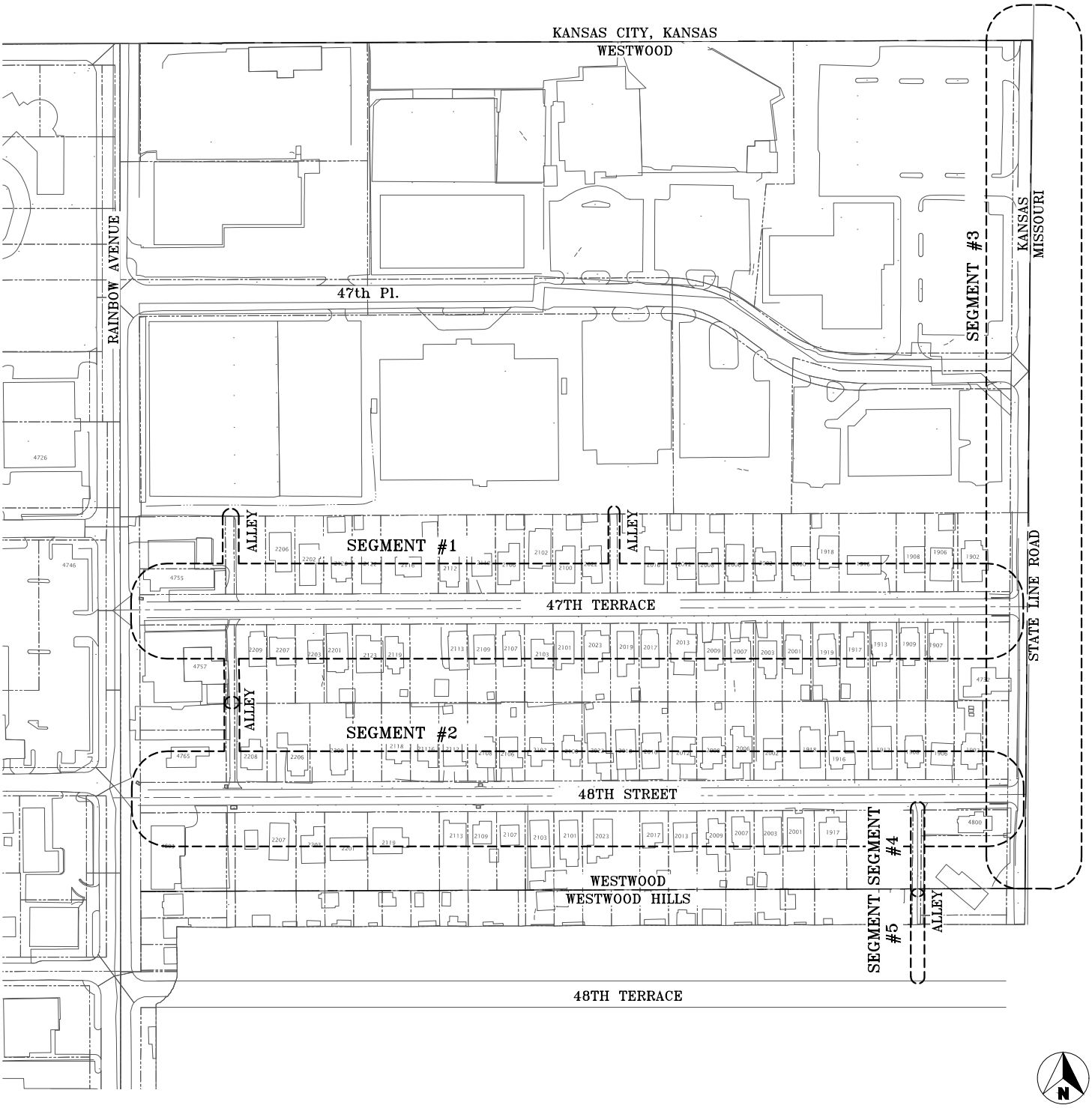
- ***Segment #3:*** *State Line Road: Northern City Limit with Kansas City, Kansas to the Southern City limit with Westwood Hills (1,175 l.f.+/-); Costs shared by Kansas City, Missouri & Westwood*

- ***Segment #4*** *Alley Extending from 48th Street in Westwood to the City Limit with Westwood Hills (110 l.f. +/-); costs borne by Westwood.*

- ***Segment #5*** *Alley Extending from the City Limit between Westwood and Westwood Hills to 48th Terrace in Westwood Hills (110 l.f. +/-); Costs for design and field surveys borne by Westwood Hills.*

EXHIBIT B - Project Segments by Location and Number

2021 Mill & Overlay Program
City of Westwood, Kansas



CITY OF WESTWOOD, KANSAS

100' 0 100' 200'

SEPTEMBER 2020

PREPARED & SUBMITTED BY:

UHL ENGINEERING, INC.
4121 W 83RD STREET SUITE 156
PRAIRIE VILLAGE, KANSAS 66208
PHONE : (913) 385-2670
www.uhlengineering.com

Exhibit C - Design Narrative
2021 Mill Overlay Program
City of Westwood, Kansas

(a) Field Survey

1 Field surveys were previously completed at 47th Terrace, 48th Street and all alleys in the City of Westwood by Uhl under a separate contract with the City, and SHALL be used as the base for the proposed improvements at those street segments.

2 No surveys were previously performed along the portion of alley that lies in Westwood Hills. The costs for that reach of alley SHALL be included in the contract between Uhl engineering and the City of Westwood Hills. GIS Mapping may also be used.

(b) Design

3 The entire road surface for Segments 1 thru 3 will be milled and replaced. Curb and gutter will be replaced in select locations.

4 No geotechnical information has been gathered.

5 At Segment 3, we are proceeding on the expectation that 2 inches of asphaltic concrete 'surface course' can be milled and overlaid without causing damage or failure to the pavement left intact during this process.

6 At Segments 1 & 2, we are proceeding on the expectation that the existing pavement surface can be scarified a minimum depth at the center of the ready to a depth of 2 inches +/- at the front face of the curb & gutter.

7 The existing pavement in Segment 4 shall be removed and replaced. Retaining walls may be required at the north end.

8 A preliminary Traffic Control shall be prepared by Uhl for planning proposes, but the final Traffic Control plan shall be prepared by the contractor selected to perform the work.

9 Erosion Control Plans, if necessary, will be developed with the road design.

(c) Project Bidding

10 The project will include all segments bid as one package. A select group of contractor's will be invited to bid the project.

11 The Project SHALL be identified with all necessary signs and notations as dictated under the Johnson County CARS program.

(d) Construction Phase Services

12 Construction observation shall be limited to approximately 10 hours per week over the projected duration of 12 weeks. Full time resident inspection is not required or included in this scope of services.

13 Materials testing during construction shall be performed by a sub consultant at the direction of Uhl, and included on invoices to the City as a 'reimbursable expense'.

(e) Other

14 Landscape design is not required or included in this scope of work.

15 No modifications to the flood plain, letters of map revision, conditional letters of map revision, or other analysis, modeling or study are required or included within the scope of work of this proposal.

16 No other public infrastructure improvements are anticipated. If the City determines that other improvements are required, Uhl Engineering shall amend this contract/scope to include the services to design said improvement.

Exhibit D - (Tentative) Schedule
2021 Westwood Stateline & Annex Street Mill and Overlay
City of Westwood, Kansas

	DESCRIPTION	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	June 21	July 21	Aug 21	Sep 21	Oct 21
1	Kick-off meeting with City staff												
2	Walk and photograph project limits												
3	Develop and Review preliminary designs and cost estimates with City												
4	Prepare detailed design and construction plans.												
5	Project Bidding												
6	Award contract												
7	Construction Phase												
8	Develop Punch List												

11/9/2020

Exhibit E - Fee Schedule

UHL ENGINEERING, INC.

Estimate of Probable Construction Costs Base on Preliminary Design
2020 Annex Street and Storm Sewer Rehabilitation
City of Westwood, Kansas

Segment Number	Description	Estimate of Construction Costs	Contingency	Total Estimate of Construction Costs	Engineering Fee		Engineering Fee %	Construction Phase Fee	Construction Phase Fee (%)
1	47th Terrace - Rainbow Blvd. to State Line Road	$ 63,442	$ 9,516 15%	$ 72,958	$ 12,727		17.4%	$ 3,972	5.4%
2	48th Street - Rainbow Blvd. to State Line Road	$ 60,082	$ 9,012 15%	$ 69,094	$ 13,183		19.1%	$ 4,372	6.3%
3	State Line Road Improvement Project - State Line Road, South City Limits to W. 47th St.	$ 155,023	$ 7,751 5%	$ 162,774	$ 15,503	**	9.5%	$ 12,401	7.6%
4	Alley Extending into Westwood Hills (110 l.f.) (Estimated at 110 LF, 20 FT Width, at 100/SY,)	*Uhl Engineering has separate design contract with City of Westwood Hills*				***		$ 1,540	-
	Total	**$ 278,547**	**$ 26,280**	**$ 304,827**	**$ 41,413**	*	13.6%	**$ 22,285**	7.3%

													Total
				Share of Costs:	Westwood KS	$	35,580	Westwood KS	$	12,211	$	47,791
					KC MO	$	5,833	KC MO	$	4,667	$	10,500
					Westwood Hills KS			Westwood Hills KS	$	1,540	$	1,540
								Johnson County	$	3,868	$	3,868
						$	41,413		$	22,285	$	63,698

Notes:

* Due to four separate funding agencies the level of work associated with project administration is increased

** SLR Engineering Fee includes the cost of additional field survey work on State Line Road ($3,750)

*** Uhl Engineering will have a separate design contract with the city of Westwood Hills. Construction Phase Fees, herein include services for both cities.

**** SLR Engineering Fees and Construction Fees are shared between the city of Kansas City Missouri and Westwood. 50% of the SLR Construction Phase Fee in Westwood will be shared with Johnson County (CARS).

11/9/2020