



**CITY OF WESTWOOD**  
**City Council Meeting**  
**October 8, 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](mailto:abby.schneweis@westwoodks.org) prior to 5:00 PM on Thursday, October 8, 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/89944586535>

or

Access by Phone

(312) 626-6799

Webinar ID: 899 4458 6535

**Agenda Items**

- I. Call to Order – Mayor David E. Waters
- II. Presentations
  - A. [Proclamation: World Day of Remembrance for Road Traffic Victims](#)
  - B. [Appointment of Treasurer: Michelle Ryan](#)
  - C. [Appointment of Alternate to Johnson County Stormwater Management Advisory Council: Leslie Herring](#)
  - D. [Appointment of Alternate to Johnson County Assisted Road Systems \(CARS\) Technical Review Committee: Leslie Herring](#)
- III. Comment on Non-Agenda Items
- IV. Approval of Meeting Minutes
  - A. [September 10, 2020 City Council Meeting](#)
- V. City Treasurer's Report – None
  - A. [July Appropriations Ordinance No. 717](#)
  - B. [August Treasurer's Report](#)
  - C. [August Appropriations Ordinance No. 718](#)
  - D. [September Treasurer's Report](#)
  - E. [September Appropriations Ordinance No. 719](#)
- VI. City Attorney Report – City Attorney Ryan Denk
- VII. [Administrative Report – City Clerk Leslie Herring](#)

A. Consider service agreement with IBTS for back-up building and codes services

VIII. Police/Court Report – Chief Greg O'Halloran

A. Consider agreement with Westwood Hills for public safety services

B. Consider binding cyber liability coverage for the City of Westwood through Beazley Insurance Company, Inc. via the City's primary insurance carrier, Boulevard Insurance, LLC

C. Consider service agreement with Johnson County Department of Technology and Innovation (DTI)

IX. Public Works Report – Public Works Director John Sullivan

A. Consider accepting quote of Guier Fence Co. for installation of a fence at 5050 Rainbow Blvd.

B. Consider accepting estimate of Golconda Group, LLC for concrete repairs at five separate locations.

C. Confirm the selection committee's recommendation of GBA as the design consultant for the 2022 W. 47<sup>th</sup> Street/Avenue Complete Streets Project

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

E. 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

1. Complete Streets Presentation and Policy Proposal – Action Item

E. Parks & Recreation Committee Report

F. Mayor's Report

XI. Executive Session

A. Consider motion to recess into an executive session for consultation with the City Attorney which would be deemed privileged in the attorney-client relationship

XII. Adjournment

**PROCLAMATION OF  
2020 WORLD DAY OF REMEMBRANCE FOR ROAD TRAFFIC VICTIMS**

**WHEREAS**, the World Day of Remembrance for Road Traffic Victims is commemorated on the third Sunday of November each year; and

**WHEREAS**, on October 26, 2005, the World Day of Remembrance for Road Traffic Victims was adopted by the United Nations General Assembly as “the appropriate acknowledgement for victims of road traffic crashes and their families”; and

**WHEREAS**, the purpose is “to remember the many millions killed and injured on the world’s roads, together with their families, friends, and many others who are also affected”; and

**WHEREAS**, it is also meant to serve as an opportunity to thank emergency service providers and first responders, and reflect on the tremendous burden and cost of road traffic crashes to families, communities and countries, and on the ways to halt it; and

**WHEREAS**, as a City, we strive to make our streets safe for all road users, including motorists, pedestrians, cyclists, transit users, and those living with limited mobility or disabilities.

**NOW, THEREFORE**, I, David E. Waters, with the support of the Westwood City Council, do hereby proclaim November 15, 2020 to be World Day of Remembrance for Road Traffic Victims in the City of Westwood, Kansas

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS**

**THIS 8TH DAY OF OCTOBER, 2020.**

\_\_\_\_\_  
David E. Waters, Mayor

**ATTEST:**

\_\_\_\_\_  
Leslie Herring, City Clerk

## COUNCIL ACTION FORM

Meeting Date: October 8, 2020

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

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Agenda Item: Consider mayoral appointment of City Treasurer

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### Background / Description of Item:

City Treasurer Charlie Mills delivered his final Treasurer's Report after 28 years of service to the City of Westwood in August of 2020. Following his transition, an appointment to the City Treasurer position for the City of Westwood is needed.

**1-301. APPOINTMENT.** *The mayor, by and with the consent of the council, may appoint a city clerk, city treasurer, city attorney, municipal judge, chief of police and such other officers as may be deemed necessary for the best interest of the city. Such officers shall hold their respective offices for an indefinite term and may be removed by a majority vote of the total membership elected or appointed to the council, and may be suspended at any time by the mayor. All such appointments shall be entered on the journal of proceedings of the governing body.*

**1-302. QUALIFICATIONS.** *The officer elected and appointed shall be qualified as follows:*

*(a) The mayor and council members shall be qualified electors of said city under the constitution and laws of this state.*

*(b) The city clerk and city treasurer are not required to be qualified electors of Johnson County, Kansas.*

*(c) The municipal judge and city attorney shall be a resident of Johnson County, Kansas and admitted to practice law before the Supreme Court of the State of Kansas.*

*(d) The city engineer shall be a professional engineer registered by the State of Kansas.*

*(e) The Chief of Police, policemen, and other officers deemed necessary shall be residents of Johnson County, Kansas or of an adjoining county in the state.*

Michelle Ryan, as a qualified appointee, is being nominated to serve as the City Treasurer.

### Staff Recommendation:

Confirm the appointment of Michelle Ryan to the vacant City Treasurer position.

### Suggested Motion of the Mayor:

*I move to appoint Michelle Ryan to serve as City Treasurer for an indefinite term and for City Clerk Leslie Herring to administer the oath of office to Ms. Ryan.*

## **COUNCIL ACTION FORM**

Meeting Date: October 8, 2020

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider mayoral appointment of Chief Administrative Officer/City Clerk Leslie Herring to serve as the City's alternate to the Johnson County Stormwater Management Advisory Council

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### **Background / Description of Item:**

Former Chief Administrative Officer/City Clerk Fred Sherman served as an alternate to Public Works Director John Sullivan on the Johnson County Stormwater Management Advisory Council (SMAC). Following Mr. Sherman's resignation from the City earlier this year, the alternate role is to be filled by mayoral appointment.

Pursuant to the County's website,

The Board of County Commissioners adopted Board Resolution No. 76-90 creating the Johnson County Stormwater Management Advisory Council (SMAC). SMAC is an advisory group composed of one appointed representative for each of Johnson County's 20 cities as well as non-voting members from the four surrounding counties, Kansas City, MO, and the Mid-America Regional Council. SMAC primarily operates as an advisory body to the Board of County Commissioners and performs the following functions:

- Review recommendations of the Stormwater Management Program
- Make recommendations to the Board of County Commissioners

In addition, SMAC provides the mechanism to complete the following efforts:

- Ensure the stormwater funds collected through the 0.1 percent sales tax levy are consistently applied using the same rational basis without concern for jurisdictional and political boundaries
- Use the stormwater funds collected through the 0.1 percent sales tax levy to correct the more severe flooding problems throughout the County with cost-effective solutions
- Provide a think-tank to consider new and innovative ways to properly manage stormwater

SMAC operates under and is governed by Board of County Commissioner [approved By-laws](#).

### **Staff Recommendation:**

Chief Administrative Officer/City Clerk Leslie Herring is recommended for nomination to serve as the City of Westwood's alternate.

### ***Suggested Motion of the Mayor:***

*I move 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.*



October 8, 2020

Mr. Lee Kellenberger  
Johnson County Public Works  
1800 W. Old Highway 56  
Olathe, Kansas 66061

Dear Mr. Kellenberger:

I am writing to you to update our alternate representative to the Johnson County Stormwater Management Advisory Council (SMAC). Leslie Herring, Chief Administrative Officer/City Clerk will serve as the City of Westwood's alternate voting representative.

Please add Ms. Herring to the appropriate mailing lists and databases. Her contact information is listed below.

Leslie Herring  
leslie.herring@westwoodks.org  
913-942-2128

Thank you and if you need any additional information, please let me know.

Sincerely,

David E. Waters  
Mayor

## **COUNCIL ACTION FORM**

Meeting Date: October 8, 2020

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider mayoral appointment of Chief Administrative Officer/City Clerk Leslie Herring to serve as the City's alternate to the Johnson County County Assistance Road System (CARS) program Technical Review Committee

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### **Background / Description of Item:**

Former Chief Administrative Officer/City Clerk Fred Sherman served as an alternate to Public Works Director John Sullivan on the Johnson County County Assistance Road System (CARS) program Technical Review Committee. Following Mr. Sherman's resignation from the City earlier this year, the alternate role is to be filled by mayoral appointment.

Pursuant to the County's website,

The County Board of Commissioners recognized that one of the keys to the success of Johnson County is in its major transportation corridors that connect the cities of Johnson County. In 1983, the Board identified a need for a program which focuses on constructing and maintaining the County's major corridors. In response to this need the Board created the County Assistance Road System (CARS) program.

The program is guided by the Technical Review Committee (TRC) - a body of representatives from the county and the cities in Johnson County. The CARS program is currently funded through a combination of Johnson County's share of the State of Kansas' Special City County Highway Fund (the "gas tax") and the county's general revenue. 2020 funding is currently estimated to be approximately \$16.6 million.

The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterials. Each year the cities submit a 5-year road improvement plan to Johnson County. Using a scoring system, Johnson County selects projects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation costs.

### **Staff Recommendation:**

Chief Administrative Officer/City Clerk Leslie Herring is recommended for nomination to serve as the City of Westwood's alternate.

### ***Suggested Motion of the Mayor:***

*I move 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.*

**City of Westwood, Kansas**  
**City Council Meeting**  
**4700 Rainbow Boulevard**  
**September 10, 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

**Call to Order**

Mayor David E. Waters called the meeting to order at 7:00 p.m. on September 10, 2020. The City Clerk called the roll. A quorum was present.

**Comment on Non-Agenda Items**

No comments were made

**Approval of August 13, 2020 City Council Meeting Minutes**

Minutes from the August 13, 2020 Council Meeting were included in the agenda packet. Motion by Councilmember Harris to approve minutes documents a submitted. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

**Treasurer's Report**

The City has been in the process of implementing a new accounting system and is working with representatives from Adams, Brown, Beran & Ball to process and produce financial reports. With the City in transition, no financial report for August 2020 was available for the agenda packet. It will be included and presented during the October 8, 2020 City Council meeting.

**City Attorney Report**

Mr. Denk had nothing to report.

**Administrative Report**

Mrs. Herring had nothing to report.

**Public Safety Report**

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

Chief O'Halloran noted that the Johnson County Sheriff's Office and the Johnson County District Attorney's Office announced charges against a suspect in Westwood's only homicide case, which occurred in 2003.

Chief O'Halloran noted that the Public Safety Department applied for a grant for the radios and it was a lengthy, detailed process. The department is going to get over \$75,000 for the radio project.

### **Public Works Report**

Mr. Sullivan referred to the August 2020 Public Works report and offered to answer any questions.

### **Committee Reports**

#### **a. Administration & Compensation Committee**

Councilmember Hannaman noted that the sales tax receipts were higher than expected, and the city is currently 3% ahead of 2019 sales tax receipts.

#### **b. Business & Community Affairs Committee**

Councilmember Cummins had nothing to report.

#### **c. Public Safety Committee**

Councilmember Harris had nothing to report from Public Safety.

Councilmember Harris recommended reading the Governing Body Handbook from the League of Kansas Municipalities that the Governing Body all received in the mail. Councilmember Harris noted he'd been in elected office barely three years. It was tremendously helpful.

#### **d. Public Works Committee**

Councilmember Steele noted she went out to meet with businesses on the 47<sup>th</sup> Street Corridor to discuss the 47<sup>th</sup> striping project with them.

#### **e. Parks & Recreation Committee**

Councilmember Wimer noted the Kansas City Symphony will be performing in the parking lot at City Hall on Sunday, October 11<sup>th</sup> at 6pm.

Councilmember Wimer noted that Oktoberfest has been canceled for 2020.

### **Mayor's Report**

Mayor Waters noted that there is a vacancy on the Planning Commission and the City has advertised for interested parties in the City's weekly email listserv.

Mayor Waters noted that Mrs. Herring has expressed interest in participating in the 2021 class of Leadership Northeast, a program orchestrated by the Northeast Johnson County Chamber of Commerce.

### **Adjournment**

Motion by Councilmember Harris to adjourn the meeting. Second by Councilmember Steele. Motion carried by a 5-0 voice vote. The meeting adjourned at 7:40 pm.

APPROVED: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST: \_\_\_\_\_  
Leslie Herring, City Clerk

DRAFT

City of Westwood, Kansas  
Appropriation Ordinance No. 717

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

	General	Capital	Equipment	Stormwater	Special Highway	Woodside	Debt	Total All Funds
	Month Ending	Improvements	Reserve	Month Ending	Month Ending	TIF/CID	Service	
	7/31/2020	Month Ending	Month Ending	7/31/2020	7/31/2020	Month Ending	Month Ending	Month Ending
	7/31/2020	7/31/2020	7/31/2020	7/31/2020	7/31/2020	7/31/2020	7/31/2020	7/31/2020
<b>Expenditures</b>								
Salary & Benefits	126,597.18	0.00	0.00	0.00	0.00	0.00	0.00	126,597.18
Employee Expenses	1,421.75	0.00	0.00	0.00	0.00	0.00	0.00	1,421.75
Professional Fees	4,064.70	0.00	0.00	0.00	0.00	0.00	0.00	4,064.70
General Operating Expenses	10,303.65	0.00	0.00	0.00	0.00	0.00	0.00	10,303.65
Utilities	34,470.48	0.00	0.00	0.00	0.00	0.00	0.00	34,470.48
Equipment and Maintenance	1,442.14	0.00	0.00	0.00	0.00	0.00	0.00	1,442.14
Street and Stormwater	0.00	40,653.46	0.00	429.62	0.00	0.00	0.00	41,083.08
Park and Events	143.81	0.00	0.00	0.00	0.00	0.00	0.00	143.81
Miscellaneous	0.00	0.00	0.00	0.00	0.00	5,122.27	0.00	5,122.27
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>178,443.71</b>	<b>40,653.46</b>	<b>0.00</b>	<b>429.62</b>	<b>0.00</b>	<b>5,122.27</b>	<b>0.00</b>	<b>224,649.06</b>

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

SECTION 1. The Claims included herein 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 8th day of October, 2020.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST: CITY CLERK

# City of Westwood, Kansas

## Cash Flow

For the One Month Ended July 31, 2020

As of Date:

07/31/2020

	General	Capital Improvements	Equipment Reserve	Stormwater	Special Highway	Woodside TIF/CID	Debt Service	All Funds
	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending
	07/31/2020	07/31/2020	07/31/2020	07/31/2020	07/31/2020	07/31/2020	07/31/2020	07/31/2020
<b>Unencumbered Cash, Beginning Period</b>	<b>1,113,604.22</b>	<b>504,010.84</b>	<b>71,432.03</b>	<b>372,796.98</b>	<b>199,633.96</b>	<b>248,457.00</b>	<b>2,047.44</b>	<b>2,511,982.47</b>
<b>Receipts</b>								
Taxes	56,597.96	17,899.10	0.00	0.00	0.00	0.00	0.00	74,497.06
Fees and Licenses	41,145.42	0.00	0.00	0.00	0.00	0.00	0.00	41,145.42
Building Permits	6,182.50	0.00	0.00	0.00	0.00	0.00	0.00	6,182.50
Intergovernmental	26,265.28	0.00	0.00	0.00	0.00	0.00	0.00	26,265.28
Special Highway Fund Revenue	0.00	0.00	0.00	0.00	13,036.46	0.00	0.00	13,036.46
WV CID-1	0.00	0.00	0.00	0.00	0.00	5,122.27	0.00	5,122.27
WV CID-2	0.00	0.00	0.00	0.00	0.00	1,351.69	0.00	1,351.69
Fines	16,560.50	0.00	0.00	0.00	0.00	0.00	0.00	16,560.50
Miscellaneous	315.66	0.00	0.00	0.00	0.00	0.00	0.00	315.66
<b>Total Receipts</b>	<b>147,067.32</b>	<b>17,899.10</b>	<b>0.00</b>	<b>0.00</b>	<b>13,036.46</b>	<b>6,473.96</b>	<b>0.00</b>	<b>184,476.84</b>
<b>Expenditures</b>								
Salary & Benefits	126,597.18	0.00	0.00	0.00	0.00	0.00	0.00	126,597.18
Employee Expenses	1,421.75	0.00	0.00	0.00	0.00	0.00	0.00	1,421.75
Professional Fees	4,064.70	0.00	0.00	0.00	0.00	0.00	0.00	4,064.70
General Operating Expenses	10,303.65	0.00	0.00	0.00	0.00	0.00	0.00	10,303.65
Utilities	34,470.48	0.00	0.00	0.00	0.00	0.00	0.00	34,470.48
Equipment and Maintenance	1,442.14	0.00	0.00	0.00	0.00	0.00	0.00	1,442.14
Street and Stormwater	0.00	40,653.46	0.00	429.62	0.00	0.00	0.00	41,083.08
Park and Events	143.81	0.00	0.00	0.00	0.00	0.00	0.00	143.81
Miscellaneous	0.00	0.00	0.00	0.00	0.00	5,122.27	0.00	5,122.27
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>178,443.71</b>	<b>40,653.46</b>	<b>0.00</b>	<b>429.62</b>	<b>0.00</b>	<b>5,122.27</b>	<b>0.00</b>	<b>224,649.06</b>
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Payables	(42.54)	0.00	0.00	0.00	0.00	0.00	0.00	(42.54)
Increase / (Decrease) in Refundable Bond Deposits	(1,750.00)	0.00	0.00	0.00	0.00	0.00	0.00	(1,750.00)
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,080,435.29</b>	<b>\$ 481,256.48</b>	<b>\$ 71,432.03</b>	<b>\$ 372,367.36</b>	<b>\$ 212,670.42</b>	<b>\$ 249,808.69</b>	<b>\$ 2,047.44</b>	<b>\$ 2,470,017.71</b>



# **City of Westwood, Kansas** **Balance Sheet by Fund**

	General 08/31/2020	Capital Improvements 08/31/2020	Equipment Reserve 08/31/2020	Stormwater 08/31/2020	Special Highway 08/31/2020	Woodside TIF/CID 08/31/2020	Debt Service 08/31/2020	All Funds 08/31/2020
<b>Assets</b>								
Current Assets								
Cash In Bank	1,025,788.44	408,197.20	71,432.03	372,367.36	212,670.42	255,017.36	2,047.44	2,347,520.25
Cash In Bank - Bond Fund	35,283.62	0.00	0.00	0.00	0.00	0.00	0.00	35,283.62
Cash In Bank - Woodside Village Acct	9.35	0.00	0.00	0.00	0.00	0.00	0.00	9.35
Total Current Assets	1,061,081.41	408,197.20	71,432.03	372,367.36	212,670.42	255,017.36	2,047.44	2,382,813.22
<b>Total Assets</b>	<b>1,061,081.41</b>	<b>408,197.20</b>	<b>71,432.03</b>	<b>372,367.36</b>	<b>212,670.42</b>	<b>255,017.36</b>	<b>2,047.44</b>	<b>2,382,813.22</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	34,869.99	0.00	0.00	0.00	0.00	0.00	0.00	34,869.99
Total Current Liabilities	34,879.18	0.00	0.00	0.00	0.00	0.00	0.00	34,879.18
Total Liabilities	34,879.18	0.00	0.00	0.00	0.00	0.00	0.00	34,879.18
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	357,651.58	(109,315.44)	0.00	112,314.00	39,119.11	81,474.60	(44,037.11)	437,206.74
Total Fund Balance	1,026,202.23	408,197.20	71,432.03	372,367.36	212,670.42	255,017.36	2,047.44	2,347,934.04
<b>Total Liabilities and Fund Balance</b>	<b>1,061,081.41</b>	<b>408,197.20</b>	<b>71,432.03</b>	<b>372,367.36</b>	<b>212,670.42</b>	<b>255,017.36</b>	<b>2,047.44</b>	<b>2,382,813.22</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Cash Flow

For the One Month Ended August 31, 2020

	General Month Ending 08/31/2020	Capital Improvements Month Ending 08/31/2020	Equipment Reserve Month Ending 08/31/2020	Stormwater Month Ending 08/31/2020	Special Highway Month Ending 08/31/2020	Woodside TIF/CID Month Ending 08/31/2020	Debt Service Month Ending 08/31/2020	All Funds Month Ending 08/31/2020
<b>Unencumbered Cash, Beginning Period</b>	<b>1,080,435.29</b>	<b>481,256.48</b>	<b>71,432.03</b>	<b>372,367.36</b>	<b>212,670.42</b>	<b>249,808.69</b>	<b>2,047.44</b>	<b>2,470,017.71</b>
<b>Receipts</b>								
Taxes	70,003.55	22,915.72	0.00	0.00	0.00	0.00	0.00	92,919.27
Fees and Licenses	39,892.25	0.00	0.00	0.00	0.00	0.00	0.00	39,892.25
Building Permits	8,055.00	0.00	0.00	0.00	0.00	0.00	0.00	8,055.00
Intergovernmental	25,797.84	0.00	0.00	0.00	0.00	0.00	0.00	25,797.84
WV CID-1	0.00	0.00	0.00	0.00	0.00	10,843.50	0.00	10,843.50
WV CID-2	0.00	0.00	0.00	0.00	0.00	5,208.67	0.00	5,208.67
Fines	13,233.25	0.00	0.00	0.00	0.00	0.00	0.00	13,233.25
Miscellaneous	3,541.85	0.00	0.00	0.00	0.00	0.00	0.00	3,541.85
<b>Total Receipts</b>	<b>160,523.74</b>	<b>22,915.72</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,052.17</b>	<b>0.00</b>	<b>199,491.63</b>
<b>Expenditures</b>								
Salary & Benefits	127,915.60	0.00	0.00	0.00	0.00	0.00	0.00	127,915.60
Employee Expenses	1,224.95	0.00	0.00	0.00	0.00	0.00	0.00	1,224.95
Professional Fees	5,412.81	0.00	0.00	0.00	0.00	0.00	0.00	5,412.81
General Operating Expenses	9,952.46	0.00	0.00	0.00	0.00	0.00	0.00	9,952.46
Utilities	23,947.79	0.00	0.00	0.00	0.00	0.00	0.00	23,947.79
Equipment and Maintenance	4,084.45	0.00	0.00	0.00	0.00	0.00	0.00	4,084.45
Street and Stormwater	0.00	95,975.00	0.00	0.00	0.00	0.00	0.00	95,975.00
Park and Events	106.85	0.00	0.00	0.00	0.00	0.00	0.00	106.85
Miscellaneous	0.00	0.00	0.00	0.00	0.00	10,843.50	0.00	10,843.50
Intergovernmental	7,280.50	0.00	0.00	0.00	0.00	0.00	0.00	7,280.50
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>179,925.41</b>	<b>95,975.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,843.50</b>	<b>0.00</b>	<b>286,743.91</b>
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Payables	47.79	0.00	0.00	0.00	0.00	0.00	0.00	47.79
Increase / (Decrease) in Refundable Bond Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,061,081.41</b>	<b>\$ 408,197.20</b>	<b>\$ 71,432.03</b>	<b>\$ 372,367.36</b>	<b>\$ 212,670.42</b>	<b>\$ 255,017.36</b>	<b>\$ 2,047.44</b>	<b>\$ 2,382,813.22</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Eight Periods Ended August 31, 2020 and 2019

	Month Ending 08/31/2020 Actual	Year To Date 08/31/2020 Actual	Year To Date 08/31/2019 Prior Year	Year Ending 12/31/2020 Current Budget	(Under)/Over Budget
<b>Receipts</b>					
Taxes	\$ 70,003.55	\$ 1,279,318.50	\$ 1,203,366.06	\$ 1,647,019.00	\$ (250,891.91)
Fees and Licenses	39,892.25	302,713.26	333,334.59	485,200.00	(158,147.44)
Building Permits	8,055.00	30,119.50	36,793.41	169,200.00	(137,015.05)
Intergovernmental	25,797.84	215,542.62	236,187.61	346,500.00	(106,483.02)
Restricted Use	0.00	3,735.45	8,128.67	0.00	3,735.45
Fines	13,233.25	93,429.25	122,739.91	140,000.00	(37,027.75)
Grants and Donations	0.00	43.75	0.00	0.00	43.75
Miscellaneous	3,541.85	6,869.63	8,695.60	3,050.00	3,949.57
<b>Total Receipts</b>	<b>160,523.74</b>	<b>1,931,771.96</b>	<b>1,949,245.85</b>	<b>2,790,969.00</b>	<b>(681,836.40)</b>
<b>Expenditures</b>					
General Overhead					
Salary & Benefits	5,923.38	39,042.62	38,278.52	60,652.00	(20,325.50)
Professional Fees	334.14	110,351.58	105,639.95	133,400.00	(22,761.09)
General Operating Expenses	1,833.97	10,295.79	8,130.94	14,780.00	(4,420.04)
Utilities	20,799.91	175,213.41	163,822.36	244,057.00	(68,843.59)
Park and Events	0.00	3,582.00	7,267.93	14,750.00	(11,168.00)
Miscellaneous	0.00	0.00	760.00	15,000.00	(15,000.00)
Intergovernmental					
Building Permit Reimbursement - WWH	2,692.50	2,692.50	0.00	0.00	2,692.50
Building Permit Reimbursement - MW	4,588.00	4,588.00	0.00	0.00	4,588.00
Total Intergovernmental	7,280.50	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)
<b>Total General Overhead</b>	<b>36,171.90</b>	<b>345,765.90</b>	<b>341,187.20</b>	<b>809,679.00</b>	<b>(462,277.72)</b>
Administrative					
Salary & Benefits	21,127.87	177,097.89	175,539.69	279,450.00	(83,456.06)
Employee Expenses	267.24	4,808.38	4,313.98	5,600.00	(791.62)
Professional Fees	1,291.00	1,291.00	70.84	0.00	1,291.00
General Operating Expenses	606.12	21,544.40	5,179.44	21,030.00	855.40
Park and Events	106.85	487.35	1,451.52	2,000.00	(1,512.65)
Interfund Transfers	0.00	0.00	0.00	3,000.00	(3,000.00)
<b>Total Administrative</b>	<b>23,399.08</b>	<b>205,229.02</b>	<b>186,555.47</b>	<b>311,080.00</b>	<b>(86,613.93)</b>
Public Works					

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Eight Periods Ended August 31, 2020 and 2019

	Month Ending 08/31/2020	Year To Date 08/31/2020	Year To Date 08/31/2019	Year Ending 12/31/2020	
	Actual	Actual	Prior Year	Current Budget	(Under)/Over Budget
Salary & Benefits	29,350.76	247,105.66	240,862.49	388,402.00	(112,469.52)
Employee Expenses	296.08	2,243.86	2,562.00	6,650.00	(4,406.14)
Professional Fees	0.00	3,415.00	32,245.90	15,000.00	(11,585.00)
General Operating Expenses	1,421.38	14,793.61	10,392.15	25,550.00	(10,756.39)
Utilities	1,262.90	7,094.03	7,099.46	16,000.00	(8,905.97)
Equipment and Maintenance	3,410.17	25,611.85	38,137.61	42,100.00	(16,488.15)
Interfund Transfers	0.00	0.00	0.00	35,000.00	(35,000.00)
Total Public Works	35,741.29	300,264.01	331,299.61	528,702.00	(199,611.17)
Police					
Salary & Benefits	71,513.59	613,381.11	617,169.65	987,223.00	(298,398.05)
Employee Expenses	661.63	9,841.81	8,826.90	27,000.00	(17,158.19)
Professional Fees	3,787.67	28,929.49	36,812.27	64,300.00	(33,620.51)
General Operating Expenses	5,328.98	32,374.67	36,693.13	55,500.00	(23,125.33)
Utilities	380.71	2,327.62	2,237.99	5,000.00	(2,672.38)
Equipment and Maintenance	648.47	10,786.79	8,158.32	11,000.00	(213.21)
Interfund Transfers	0.00	0.00	0.00	66,000.00	(66,000.00)
Total Police	82,321.05	697,641.49	709,898.26	1,216,023.00	(441,187.67)
Parks & Rec					
Professional Fees	0.00	0.00	10,000.00	10,000.00	(10,000.00)
General Operating Expenses	762.01	980.67	813.51	2,000.00	(1,019.33)
Utilities	1,504.27	16,777.63	16,346.04	43,000.00	(26,222.37)
Equipment and Maintenance	25.81	7,086.92	2,471.05	6,000.00	1,086.92
Park and Events	0.00	374.74	3,957.51	13,050.00	(12,675.26)
Total Parks & Rec	2,292.09	25,219.96	33,588.11	74,050.00	(48,830.04)
Non-Departmental					
Professional Fees	0.00	0.00	35,860.00	0.00	0.00
Street and Stormwater	0.00	0.00	854,064.51	0.00	0.00
Total Non-Departmental	0.00	0.00	889,924.51	0.00	0.00
Total Expenditures	179,925.41	1,574,120.38	2,492,453.16	2,939,534.00	(1,238,520.53)
Receipts Over (Under) Expenditures	<u>\$ (19,401.67)</u>	<u>\$ 357,651.58</u>	<u>\$ (543,207.31)</u>	<u>\$ (148,565.00)</u>	<u>\$ 556,684.13</u>

No assurance is provided. Substantially all disclosures omitted.

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

	Other Funds					
	Capital Improvements Month To Date 08/31/2020	Equipment Reserve Month To Date 08/31/2020	Stormwater Month To Date 08/31/2020	Special Highway Month To Date 08/31/2020	Woodside TIF/CID Month To Date 08/31/2020	Debt Service Month To Date 08/31/2020
	Actual	Actual	Actual	Actual	Actual	Actual
<b>Receipts</b>						
Taxes	\$ 22,915.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Restricted Use						
WV CID-1	0.00	0.00	0.00	0.00	10,843.50	0.00
WV CID-2	0.00	0.00	0.00	0.00	5,208.67	0.00
Interfund Transfers						
CIP - Transfer	0.00	0.00	0.00	0.00	0.00	0.00
Equipment Reserve Transfer	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	22,915.72	0.00	0.00	0.00	16,052.17	0.00
<b>Expenditures</b>						
Street and Stormwater						
Capital Improvement Expense	95,975.00	0.00	0.00	0.00	0.00	0.00
Total Street and Stormwater	95,975.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	10,843.50	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	10,843.50	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	95,975.00	0.00	0.00	0.00	10,843.50	0.00
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (73,059.28)</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 5,208.67</b>	<b>\$ 0.00</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The Eight Periods Ended August 31, 2020

	Other Funds					
	Capital Improvements	Equipment Reserve	Stormwater	Special Highway	Woodside TIF/CID	Debt Service
	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020
	Actual	Actual	Actual	Actual	Actual	Actual
<b>Receipts</b>						
Taxes	\$ 173,715.95	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 13,746.54
Restricted Use						
Stormwater Utility Fee	0.00	0.00	132,236.50	0.00	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	39,250.36	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	81,950.38	0.00
WV CID-2	0.00	0.00	0.00	0.00	38,236.54	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
<b>Total Receipts</b>	<b>3,764,099.08</b>	<b>0.00</b>	<b>132,236.50</b>	<b>39,250.36</b>	<b>400,006.76</b>	<b>13,746.54</b>
<b>Expenditures</b>						
Street and Stormwater						
Capital Improvement Expense	457,939.52	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	62,278.55
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
<b>Total Street and Stormwater</b>	<b>3,873,414.52</b>	<b>0.00</b>	<b>19,922.50</b>	<b>131.25</b>	<b>0.00</b>	<b>62,278.55</b>
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	318,532.16	0.00
<b>Total Miscellaneous</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>318,532.16</b>	<b>0.00</b>
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Prior Year Canceled Encumbrance	0.00	0.00	0.00	0.00	0.00	(4,494.90)
<b>Total Expenditures</b>	<b>3,873,414.52</b>	<b>0.00</b>	<b>19,922.50</b>	<b>131.25</b>	<b>318,532.16</b>	<b>57,783.65</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (109,315.44)</b>	<b>\$ 0.00</b>	<b>\$ 112,314.00</b>	<b>\$ 39,119.11</b>	<b>\$ 81,474.60</b>	<b>\$ (44,037.11)</b>

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas  
Appropriation Ordinance No. 718

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

	General	Capital	Equipment	Stormwater	Special Highway	Woodside	Debt	Total All Funds
	Month Ending	Improvements	Reserve	Month Ending	Month Ending	TIF/CID	Service	
	08/31/2020	Month Ending	Month Ending	08/31/2020	08/31/2020	Month Ending	Month Ending	Month Ending
	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020
<b>Expenditures</b>								
Salary & Benefits	127,915.60	0.00	0.00	0.00	0.00	0.00	0.00	127,915.60
Employee Expenses	1,224.95	0.00	0.00	0.00	0.00	0.00	0.00	1,224.95
Professional Fees	5,412.81	0.00	0.00	0.00	0.00	0.00	0.00	5,412.81
General Operating Expenses	9,952.46	0.00	0.00	0.00	0.00	0.00	0.00	9,952.46
Utilities	23,947.79	0.00	0.00	0.00	0.00	0.00	0.00	23,947.79
Equipment and Maintenance	4,084.45	0.00	0.00	0.00	0.00	0.00	0.00	4,084.45
Street and Stormwater	0.00	95,975.00	0.00	0.00	0.00	0.00	0.00	95,975.00
Park and Events	106.85	0.00	0.00	0.00	0.00	0.00	0.00	106.85
Miscellaneous	0.00	0.00	0.00	0.00	0.00	10,843.50	0.00	10,843.50
Intergovernmental	7,280.50	0.00	0.00	0.00	0.00	0.00	0.00	7,280.50
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>179,925.41</b>	<b>95,975.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,843.50</b>	<b>0.00</b>	<b>286,743.91</b>

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

SECTION 1. The Claims included herein 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 8th day of October, 2020.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST: CITY CLERK

# City of Westwood, Kansas

## Cash Flow

For the One Month Ended August 31, 2020

As of Date:

08/31/2020

	General	Capital Improvements	Equipment Reserve	Stormwater	Special Highway	Woodside TIF/CID	Debt Service	All Funds
	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending
	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020	08/31/2020
<b>Unencumbered Cash, Beginning Period</b>	<b>1,080,435.29</b>	<b>481,256.48</b>	<b>71,432.03</b>	<b>372,367.36</b>	<b>212,670.42</b>	<b>249,808.69</b>	<b>2,047.44</b>	<b>2,470,017.71</b>
<b>Receipts</b>								
Taxes	70,003.55	22,915.72	0.00	0.00	0.00	0.00	0.00	92,919.27
Fees and Licenses	39,892.25	0.00	0.00	0.00	0.00	0.00	0.00	39,892.25
Building Permits	8,055.00	0.00	0.00	0.00	0.00	0.00	0.00	8,055.00
Intergovernmental	25,797.84	0.00	0.00	0.00	0.00	0.00	0.00	25,797.84
WV CID-1	0.00	0.00	0.00	0.00	0.00	10,843.50	0.00	10,843.50
WV CID-2	0.00	0.00	0.00	0.00	0.00	5,208.67	0.00	5,208.67
Fines	13,233.25	0.00	0.00	0.00	0.00	0.00	0.00	13,233.25
Miscellaneous	3,541.85	0.00	0.00	0.00	0.00	0.00	0.00	3,541.85
<b>Total Receipts</b>	<b>160,523.74</b>	<b>22,915.72</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,052.17</b>	<b>0.00</b>	<b>199,491.63</b>
<b>Expenditures</b>								
Salary & Benefits	127,915.60	0.00	0.00	0.00	0.00	0.00	0.00	127,915.60
Employee Expenses	1,224.95	0.00	0.00	0.00	0.00	0.00	0.00	1,224.95
Professional Fees	5,412.81	0.00	0.00	0.00	0.00	0.00	0.00	5,412.81
General Operating Expenses	9,952.46	0.00	0.00	0.00	0.00	0.00	0.00	9,952.46
Utilities	23,947.79	0.00	0.00	0.00	0.00	0.00	0.00	23,947.79
Equipment and Maintenance	4,084.45	0.00	0.00	0.00	0.00	0.00	0.00	4,084.45
Street and Stormwater	0.00	95,975.00	0.00	0.00	0.00	0.00	0.00	95,975.00
Park and Events	106.85	0.00	0.00	0.00	0.00	0.00	0.00	106.85
Miscellaneous	0.00	0.00	0.00	0.00	0.00	10,843.50	0.00	10,843.50
Intergovernmental	7,280.50	0.00	0.00	0.00	0.00	0.00	0.00	7,280.50
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>179,925.41</b>	<b>95,975.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,843.50</b>	<b>0.00</b>	<b>286,743.91</b>
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Payables	47.79	0.00	0.00	0.00	0.00	0.00	0.00	47.79
Increase / (Decrease) in Refundable Bond Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,061,081.41</b>	<b>\$ 408,197.20</b>	<b>\$ 71,432.03</b>	<b>\$ 372,367.36</b>	<b>\$ 212,670.42</b>	<b>\$ 255,017.36</b>	<b>\$ 2,047.44</b>	<b>\$ 2,382,813.22</b>



# City of Westwood, Kansas Balance Sheet by Fund

	General 09/30/2020	Capital Improvements 09/30/2020	Equipment Reserve 09/30/2020	Stormwater 09/30/2020	Special Highway 09/30/2020	Woodside TIF/CID 09/30/2020	Debt Service 09/30/2020	All Funds 09/30/2020
<b>Assets</b>								
Current Assets								
Cash In Bank	1,076,595.54	432,195.53	71,432.03	374,912.89	212,670.42	271,111.38	2,354.04	2,441,271.83
Cash In Bank - Bond Fund	35,285.07	0.00	0.00	0.00	0.00	0.00	0.00	35,285.07
Cash In Bank - Woodside Village Acct	9.35	0.00	0.00	0.00	0.00	0.00	0.00	9.35
Total Current Assets	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
<b>Total Assets</b>	<b>1,111,889.96</b>	<b>432,195.53</b>	<b>71,432.03</b>	<b>374,912.89</b>	<b>212,670.42</b>	<b>271,111.38</b>	<b>2,354.04</b>	<b>2,476,566.25</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	34,869.99	0.00	0.00	0.00	0.00	0.00	0.00	34,869.99
Total Current Liabilities	34,879.18	0.00	0.00	0.00	0.00	0.00	0.00	34,879.18
Total Liabilities	34,879.18	0.00	0.00	0.00	0.00	0.00	0.00	34,879.18
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	408,460.13	(85,317.11)	0.00	114,859.53	39,119.11	97,568.62	(43,730.51)	530,959.77
Total Fund Balance	1,077,010.78	432,195.53	71,432.03	374,912.89	212,670.42	271,111.38	2,354.04	2,441,687.07
<b>Total Liabilities and Fund Balance</b>	<b>1,111,889.96</b>	<b>432,195.53</b>	<b>71,432.03</b>	<b>374,912.89</b>	<b>212,670.42</b>	<b>271,111.38</b>	<b>2,354.04</b>	<b>2,476,566.25</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Cash Flow

For the One Month Ended September 30, 2020

	General Month Ending 09/30/2020	Capital Improvements Month Ending 09/30/2020	Equipment Reserve Month Ending 09/30/2020	Stormwater Month Ending 09/30/2020	Special Highway Month Ending 09/30/2020	Woodside TIF/CID Month Ending 09/30/2020	Debt Service Month Ending 09/30/2020	All Funds Month Ending 09/30/2020
<b>Unencumbered Cash, Beginning Period</b>	<b>1,061,081.41</b>	<b>408,197.20</b>	<b>71,432.03</b>	<b>372,367.36</b>	<b>212,670.42</b>	<b>255,017.36</b>	<b>2,047.44</b>	<b>2,382,813.22</b>
<b>Receipts</b>								
Taxes	116,808.59	23,998.33	0.00	0.00	0.00	0.00	306.60	141,113.52
Fees and Licenses	24,339.30	0.00	0.00	0.00	0.00	0.00	0.00	24,339.30
Building Permits	2,065.45	0.00	0.00	0.00	0.00	0.00	0.00	2,065.45
Intergovernmental	24,474.36	0.00	0.00	0.00	0.00	0.00	0.00	24,474.36
Stormwater Utility Fee	0.00	0.00	0.00	2,545.53	0.00	0.00	0.00	2,545.53
WV CID-1	0.00	0.00	0.00	0.00	0.00	11,158.70	0.00	11,158.70
WV CID-2	0.00	0.00	0.00	0.00	0.00	4,935.32	0.00	4,935.32
Fines	9,543.00	0.00	0.00	0.00	0.00	0.00	0.00	9,543.00
Miscellaneous	129.94	0.00	0.00	0.00	0.00	0.00	0.00	129.94
<b>Total Receipts</b>	<b>177,360.64</b>	<b>23,998.33</b>	<b>0.00</b>	<b>2,545.53</b>	<b>0.00</b>	<b>16,094.02</b>	<b>306.60</b>	<b>220,305.12</b>
<b>Expenditures</b>								
Salary & Benefits	124,450.59	0.00	0.00	0.00	0.00	0.00	0.00	124,450.59
Professional Fees	2,037.33	0.00	0.00	0.00	0.00	0.00	0.00	2,037.33
General Operating Expenses	64.17	0.00	0.00	0.00	0.00	0.00	0.00	64.17
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>126,552.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>126,552.09</b>
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,111,889.96</b>	<b>\$ 432,195.53</b>	<b>\$ 71,432.03</b>	<b>\$ 374,912.89</b>	<b>\$ 212,670.42</b>	<b>\$ 271,111.38</b>	<b>\$ 2,354.04</b>	<b>\$ 2,476,566.25</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Nine Periods Ended September 30, 2020 and 2019

	Month Ending 09/30/2020 Actual	Year To Date 09/30/2020 Actual	Year To Date 09/30/2019 Prior Year	Year Ending 12/31/2020 Current Budget	(Under)/Over Budget
<b>Receipts</b>					
Taxes	\$ 116,808.59	\$ 1,396,127.09	\$ 1,320,168.61	\$ 1,647,019.00	\$ (250,891.91)
Fees and Licenses	24,339.30	327,052.56	355,758.51	485,200.00	(158,147.44)
Building Permits	2,065.45	32,184.95	40,549.41	169,200.00	(137,015.05)
Intergovernmental	24,474.36	240,016.98	263,668.11	346,500.00	(106,483.02)
Restricted Use	0.00	3,735.45	8,128.67	0.00	3,735.45
Fines	9,543.00	102,972.25	136,150.91	140,000.00	(37,027.75)
Grants and Donations	0.00	43.75	0.00	0.00	43.75
Miscellaneous	129.94	6,999.57	9,417.33	3,050.00	3,949.57
<b>Total Receipts</b>	<b>177,360.64</b>	<b>2,109,132.60</b>	<b>2,133,841.55</b>	<b>2,790,969.00</b>	<b>(681,836.40)</b>
<b>Expenditures</b>					
General Overhead					
Salary & Benefits	1,283.88	40,326.50	42,219.73	60,652.00	(20,325.50)
Professional Fees	287.33	110,638.91	109,483.36	133,400.00	(22,761.09)
General Operating Expenses	64.17	10,359.96	9,083.75	14,780.00	(4,420.04)
Utilities	0.00	175,213.41	187,046.82	244,057.00	(68,843.59)
Park and Events	0.00	3,582.00	7,460.79	14,750.00	(11,168.00)
Miscellaneous	0.00	0.00	760.00	15,000.00	(15,000.00)
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)
<b>Total General Overhead</b>	<b>1,635.38</b>	<b>347,401.28</b>	<b>373,341.95</b>	<b>809,679.00</b>	<b>(462,277.72)</b>
Administrative					
Salary & Benefits	18,896.05	195,993.94	196,058.19	279,450.00	(83,456.06)
Employee Expenses	0.00	4,808.38	4,328.98	5,600.00	(791.62)
Professional Fees	0.00	1,291.00	0.00	0.00	1,291.00
General Operating Expenses	0.00	21,544.40	5,423.35	21,030.00	855.40
Park and Events	0.00	487.35	1,557.04	2,000.00	(1,512.65)
Interfund Transfers	0.00	0.00	0.00	3,000.00	(3,000.00)
<b>Total Administrative</b>	<b>18,896.05</b>	<b>224,125.07</b>	<b>207,367.56</b>	<b>311,080.00</b>	<b>(86,613.93)</b>
Public Works					
Salary & Benefits	28,826.82	275,932.48	268,355.85	388,402.00	(112,469.52)
Employee Expenses	0.00	2,243.86	3,516.72	6,650.00	(4,406.14)
Professional Fees	0.00	3,415.00	39,379.25	15,000.00	(11,585.00)

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Nine Periods Ended September 30, 2020 and 2019

	Month Ending 09/30/2020	Year To Date 09/30/2020	Year To Date 09/30/2019	Year Ending 12/31/2020	
	Actual	Actual	Prior Year	Current Budget	(Under)/Over Budget
General Operating Expenses	0.00	14,793.61	12,698.83	25,550.00	(10,756.39)
Utilities	0.00	7,094.03	8,497.42	16,000.00	(8,905.97)
Equipment and Maintenance	0.00	25,611.85	45,001.51	42,100.00	(16,488.15)
Interfund Transfers	0.00	0.00	0.00	35,000.00	(35,000.00)
Total Public Works	28,826.82	329,090.83	377,449.58	528,702.00	(199,611.17)
Police					
Salary & Benefits	75,443.84	688,824.95	688,652.27	987,223.00	(298,398.05)
Employee Expenses	0.00	9,841.81	9,716.97	27,000.00	(17,158.19)
Professional Fees	1,750.00	30,679.49	40,190.57	64,300.00	(33,620.51)
General Operating Expenses	0.00	32,374.67	42,213.68	55,500.00	(23,125.33)
Utilities	0.00	2,327.62	2,465.47	5,000.00	(2,672.38)
Equipment and Maintenance	0.00	10,786.79	9,235.36	11,000.00	(213.21)
Interfund Transfers	0.00	0.00	0.00	66,000.00	(66,000.00)
Total Police	77,193.84	774,835.33	792,474.32	1,216,023.00	(441,187.67)
Parks & Rec					
Professional Fees	0.00	0.00	10,000.00	10,000.00	(10,000.00)
General Operating Expenses	0.00	980.67	813.51	2,000.00	(1,019.33)
Utilities	0.00	16,777.63	19,057.51	43,000.00	(26,222.37)
Equipment and Maintenance	0.00	7,086.92	2,486.70	6,000.00	1,086.92
Park and Events	0.00	374.74	9,044.33	13,050.00	(12,675.26)
Total Parks & Rec	0.00	25,219.96	41,402.05	74,050.00	(48,830.04)
Non-Departmental					
Professional Fees	0.00	0.00	89,139.17	0.00	0.00
Street and Stormwater	0.00	0.00	1,362,949.52	0.00	0.00
Total Non-Departmental	0.00	0.00	1,452,088.69	0.00	0.00
Total Expenditures	126,552.09	1,700,672.47	3,244,124.15	2,939,534.00	(1,238,520.53)
Receipts Over (Under) Expenditures	\$ 50,808.55	\$ 408,460.13	\$ (1,110,282.60)	\$ (148,565.00)	\$ 556,684.13

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas  
**Statement of Operations**  
Other Funds  
For The One Period Ended September 30, 2020

	Other Funds					
	Capital Improvements Month To Date 09/30/2020 Actual	Equipment Reserve Month To Date 09/30/2020 Actual	Stormwater Month To Date 09/30/2020 Actual	Special Highway Month To Date 09/30/2020 Actual	Woodside TIF/CID Month To Date 09/30/2020 Actual	Debt Service Month To Date 09/30/2020 Actual
<b>Receipts</b>						
Taxes	\$ 23,998.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 306.60
Restricted Use						
Stormwater Utility Fee	0.00	0.00	2,545.53	0.00	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	11,158.70	0.00
WV CID-2	0.00	0.00	0.00	0.00	4,935.32	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	23,998.33	0.00	2,545.53	0.00	16,094.02	306.60
<b>Expenditures</b>						
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0.00	0.00	0.00
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 23,998.33</b>	<b>\$ 0.00</b>	<b>\$ 2,545.53</b>	<b>\$ 0.00</b>	<b>\$ 16,094.02</b>	<b>\$ 306.60</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**

Other Funds

For The Nine Periods Ended September 30, 2020

	Other Funds					
	Capital Improvements	Equipment Reserve	Stormwater	Special Highway	Woodside TIF/CID	Debt Service
	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	09/30/2020	09/30/2020	09/30/2020	09/30/2020	09/30/2020	09/30/2020
	Actual	Actual	Actual	Actual	Actual	Actual
<b>Receipts</b>						
Taxes	\$ 197,714.28	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 14,053.14
Restricted Use						
Stormwater Utility Fee	0.00	0.00	134,782.03	0.00	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	39,250.36	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	93,109.08	0.00
WV CID-2	0.00	0.00	0.00	0.00	43,171.86	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
<b>Total Receipts</b>	<b>3,788,097.41</b>	<b>0.00</b>	<b>134,782.03</b>	<b>39,250.36</b>	<b>416,100.78</b>	<b>14,053.14</b>
<b>Expenditures</b>						
Street and Stormwater						
Capital Improvement Expense	457,939.52	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	62,278.55
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
<b>Total Street and Stormwater</b>	<b>3,873,414.52</b>	<b>0.00</b>	<b>19,922.50</b>	<b>131.25</b>	<b>0.00</b>	<b>62,278.55</b>
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	318,532.16	0.00
<b>Total Miscellaneous</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>318,532.16</b>	<b>0.00</b>
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Prior Year Canceled Encumbrance	0.00	0.00	0.00	0.00	0.00	(4,494.90)
<b>Total Expenditures</b>	<b>3,873,414.52</b>	<b>0.00</b>	<b>19,922.50</b>	<b>131.25</b>	<b>318,532.16</b>	<b>57,783.65</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (85,317.11)</b>	<b>\$ 0.00</b>	<b>\$ 114,859.53</b>	<b>\$ 39,119.11</b>	<b>\$ 97,568.62</b>	<b>\$ (43,730.51)</b>

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas  
Appropriation Ordinance No. 719

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF SEPTEMBER 1, 2020 - SEPTEMBER 30, 2020 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 9/30/2020	Capital Improvements Month Ending 9/30/2020	Equipment Reserve Month Ending 9/30/2020	Stormwater Month Ending 9/30/2020	Special Highway Month Ending 9/30/2020	Woodside TIF/CID Month Ending 9/30/2020	Debt Service Month Ending 9/30/2020	Total All Funds Month Ending 9/30/2020
<b>Expenditures</b>								
Salary & Benefits	124,450.59	0.00	0.00	0.00	0.00	0.00	0.00	124,450.59
Professional Fees	2,037.33	0.00	0.00	0.00	0.00	0.00	0.00	2,037.33
General Operating Expenses	64.17	0.00	0.00	0.00	0.00	0.00	0.00	64.17
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>126,552.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>126,552.09</b>

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

SECTION 1. The Claims included herein 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 8th day of October, 2020.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST: CITY CLERK

# City of Westwood, Kansas

## Cash Flow

For the One Month Ended September 30, 2020

As of Date:

09/30/2020

	General	Capital Improvements	Equipment Reserve	Stormwater	Special Highway	Woodside TIF/CID	Debt Service	All Funds
	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending	Month Ending
	09/30/2020	09/30/2020	09/30/2020	09/30/2020	09/30/2020	09/30/2020	09/30/2020	09/30/2020
<b>Unencumbered Cash, Beginning Period</b>	<b>1,061,081.41</b>	<b>408,197.20</b>	<b>71,432.03</b>	<b>372,367.36</b>	<b>212,670.42</b>	<b>255,017.36</b>	<b>2,047.44</b>	<b>2,382,813.22</b>
<b>Receipts</b>								
Taxes	116,808.59	23,998.33	0.00	0.00	0.00	0.00	306.60	141,113.52
Fees and Licenses	24,339.30	0.00	0.00	0.00	0.00	0.00	0.00	24,339.30
Building Permits	2,065.45	0.00	0.00	0.00	0.00	0.00	0.00	2,065.45
Intergovernmental	24,474.36	0.00	0.00	0.00	0.00	0.00	0.00	24,474.36
Stormwater Utility Fee	0.00	0.00	0.00	2,545.53	0.00	0.00	0.00	2,545.53
WV CID-1	0.00	0.00	0.00	0.00	0.00	11,158.70	0.00	11,158.70
WV CID-2	0.00	0.00	0.00	0.00	0.00	4,935.32	0.00	4,935.32
Fines	9,543.00	0.00	0.00	0.00	0.00	0.00	0.00	9,543.00
Miscellaneous	129.94	0.00	0.00	0.00	0.00	0.00	0.00	129.94
<b>Total Receipts</b>	<b>177,360.64</b>	<b>23,998.33</b>	<b>0.00</b>	<b>2,545.53</b>	<b>0.00</b>	<b>16,094.02</b>	<b>306.60</b>	<b>220,305.12</b>
<b>Expenditures</b>								
Salary & Benefits	124,450.59	0.00	0.00	0.00	0.00	0.00	0.00	124,450.59
Professional Fees	2,037.33	0.00	0.00	0.00	0.00	0.00	0.00	2,037.33
General Operating Expenses	64.17	0.00	0.00	0.00	0.00	0.00	0.00	64.17
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>126,552.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>126,552.09</b>
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,111,889.96</b>	<b>\$ 432,195.53</b>	<b>\$ 71,432.03</b>	<b>\$ 374,912.89</b>	<b>\$ 212,670.42</b>	<b>\$ 271,111.38</b>	<b>\$ 2,354.04</b>	<b>\$ 2,476,566.25</b>



## **Chief Administrative Officer/City Clerk Report**

**October 2020**

To: Westwood Mayor and City Council

From: Leslie Herring, Chief Administrative Officer/City Clerk

Date: October 8, 2020

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

### **Personnel**

#### *Eddie McNeil*

Building Official Eddie McNeil is on leave for the next few weeks following a recent medical procedure and is expected to return to the office on or around Monday, October 19<sup>th</sup>. Assistant City Clerk Abby Schneweis and I have been covering his permitting duties and have retained IBTS to perform most of the plan review and inspection requests, while also exercising an existing mutual aid agreement with Roeland Park to cover select other plan review and inspection needs.

#### *Clerk's Office Temporary Schedules*

Abby and I have been balancing our own scheduled vacations and personal time off for appointments as well as working around my current, temporary partial remote work situation while I help facilitate remote learning for my elementary school son. We are appreciative of Court Clerk Shelley Floyd and others in the Police Department for helping to cover the City Clerk's window when we are in a bind.

We wish Eddie the best during this time and look forward to having him back in the office.

### **Planning Commission/BZA Report**

#### *Vacancy*

Planning Commissioner Cindy Carlson stepped down from her post in August 2020 following a decision to move to Colorado to be closer to family. Since her resignation, an open call for applications has taken place and four (4) interested residents have stepped forward. The Mayor and Planning Commission Chair are working to interview the candidates. Ultimately, the Mayor will make the appointment with the consent of the Governing Body, per section 1.4.2 of the City's Zoning Ordinance.

#### *October Meeting(s)*

The Planning Commission met on Monday, October 5<sup>th</sup> to review an application and hold a public hearing on a Waiver & Exception from the Zoning Ordinance for an addition in the residential zoning district. The request was to allow a shed dormer on the front of the house and also to allow a flat roof

on more than 25% of the structure, both of which are disallowed. The Planning Commission approved this application.

The Planning Commission also held a discussion as to whether to pursue a formal conversation about the use of sustainable design features to increase allowable lot coverage. There was a consensus to move ahead with a subcommittee of the Planning Commission to review the Zoning Ordinance and to make recommendations related to offsetting lot coverage maximums with pervious surface design features and also related to acceptable roof materials in the residential zoning district to evaluate an active request to construct a green roof on an accessory structure.

The Board of Zoning Appeals also convened on Monday to review an application for a variance from Midwest Transplant Network to allow a second wall sign on the east/State Line Rd. façade of their building at 1900 w. 47<sup>th</sup> Place, in conjunction with an active, approved building modification and expansion. As the application did not meet all five criteria set forth in the prevailing state statute, the BZA denied the application by a vote of 4-1. The members of the BZA expressed an interest to work with the property owner to evaluate other possible ways to meet the objectives and the desires of the applicant but in a way that meets the City's Zoning Ordinance.

#### *Review of New Single-family Home Construction*

I am scheduled to meet this week with a Planning Commission sub-committee to review some recent new construction projects to evaluate their conformity with the Zoning Ordinance. This conversation is happening at a time that the City Council has expressed an interest to review new construction projects as well as land use development patterns and allowance in the residential zone. This work will likely all tie together over the coming months and I should have more of an update on the evolution of this conversation at or following the City Council meeting.

#### **CARES Act Funding**

City staff submitted \$10,550 in eligible reimbursement requests to Johnson County in early September and now are currently working on a second reimbursement. Each city in Johnson County has been capped at how much it can receive from the County's federal CARES Act allocation, based on population. The City of Westwood has been capped at \$50,510. As Westwood (and most all of the other cities in the county) is unlikely to hit that cap in eligible reimbursement requests before the end of 2020, the County has allowed for "planning" expense to aid cities in future precautions and measures to mitigate the impact to operations of COVID-19, another wave, or future public health emergencies. As such, staff has identified the following items to submit for planning funds, depending on the cost and staff and Council interest and approval once estimates and additional details are received:

- A second treadmill for staff use in the basement of City Hall;
- An air purification system for City Hall; and
- Audio-visual upgrades to the City Hall.

## **Planned Priorities**

### *2<sup>nd</sup> and 3<sup>rd</sup> Quarter 2020*

- ✓ *Onboard CAO/City Clerk*
- ✓ *Transition Administration and Public Works from locally-hosted electronic records to a cloud-based, integrated system*
- ✓ *Complete and accept the 2019 financial audit*
- ✓ *Create and pass the 2021 municipal budget*
- *Act on Complete Streets Policy recommendation – Presented for action today*
- *Transition to new financial software and system – Cutover and final phase of transition currently happening*

### *4<sup>th</sup> Quarter 2020 and 1<sup>st</sup> 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: October 8, 2020

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

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Agenda Item: Consider service agreement with IBTS for on-call building and codes services.

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### **Background / Description of Item:**

As Westwood Building Official Eddie McNeil is on extended leave during the months of September and October, City staff engaged Institute for Building Technology and Safety (“IBTS”) to perform most of the plan review and inspections typically handled by Mr. McNeil. IBTS has been working with the City while Westwood staff continues to exercise the existing mutual aid agreement with Roeland Park to cover select plan review and inspection needs as Roeland Park’s Building Official is available.

IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by providing services including but not limited to: building and fire inspections, storm water services, planning and zoning services, and property maintenance services. The Kansas City branch employees former private and public sector employees from the KC metro area who have come to work at IBTS after gaining experience doing planning, building, zoning, and codes work for area jurisdictions.

IBTS partners with agencies like the League of Kansas Municipalities and the Mid-America Regional Council to provide [essentially] a cooperative purchasing agreement to cities and counties wherein fees for IBTS services are pre-negotiated and passed along to a local government/city or to the contractor/resident directly when services are rendered. There is no cost to the City to enter the IBTS service agreement and no expense is incurred until a service is requested by the City and is performed by IBTS. The term of the agreement is two (2) years and auto-renews until either IBTS or the City terminates it.

City staff has received favorable references for IBTS from peers and colleagues in the field and past interactions of staff (CAO/City Clerk Herring) with the organization have been positive.

### **Staff Comments:**

Staff recommends the City continue to participate in the mutual aid relationship with Roeland Park and, as additional backup to that relationship, staff recommends the City enter into a service agreement with IBTS for on-call services that may be needed in the event the building inspector is unavailable for extended periods.

Further, staff is in the process of reviewing plan review, building permit, and inspection fees as well as existing agreements with neighboring jurisdictions. As IBTS’s fees are generally more expensive than current Westwood fees, using IBTS for an extended period necessitates the ability of the City to pass along this higher overhead when and as appropriate.

### ***Suggested Motion:***

*I move 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.*

**SERVICE AGREEMENT  
BETWEEN  
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY  
AND  
WESTWOOD, KANSAS**

On this 30th day of September 2020, the City of Westwood, Kansas, hereinafter referred to as "Jurisdiction", located at 4700 Rainbow Boulevard, Westwood, KS 66205, and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147, hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

**WITNESSETH**

WHEREAS, Mid-America Regional Council (MARC) and IBTS has made available to the Jurisdiction for consideration the regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the Jurisdiction desires to participate in the regional services offered by MARC with IBTS;

NOW THEREFORE, in consideration of the above, the Jurisdiction hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through MARC for the Services described herein:

In consideration of the mutual agreements contained herein, the Jurisdiction and IBTS agree as follows:

**1.0 DEFINITIONS**

"MARC/IBTS Project" hereinafter referred to as "Project" references the full scope of activities and services outlined in this Service Agreement for the shared services project.

"Addenda" refers to the attachments to this Service Agreement, which include Addendum A through Addendum I.

"Applicant" refers to any individual, business or organization applying for building technology permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Jurisdiction" refers to the jurisdiction signing this Service Agreement.

"Master Agreement" refers to the Master Agreement entered into by MARC and IBTS for the purposes of defining the key elements, fee schedules and to outline the regional approach to the shared services offered by IBTS.

"Operation" refers to IBTS operating and or running a department of service area for the Jurisdiction. This includes all services described within a service area.

"Service Agreement" refers to this agreement entered into by Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction, as set forth in the Addenda. This Service Agreement should be considered as a cooperative purchase agreement made available through the MARC.

“Services” refers to the services offered by IBTS to the Jurisdiction under this Service Agreement and as described in the Addenda. The Services include Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services, Stormwater Services, Planning and Zoning Services, Property Maintenance Services, Organization, Operations, and Process Analysis Services, Geographic Information Systems, Disaster Preparedness, Response and Recovery, Information and Technology Services, Retail Development Services, Community Survey Services, Department Administration and Operations Services, CRAFT Evaluation, establishing a Customer Service Center for a Jurisdiction, Business Licensing Services, 5G Small Cell Services, and other services as may be set forth herein or added in the future.

## **2.0 CUSTOMER SERVICE**

**Customer Service** – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within thirty (30) days. Should the issue remain unresolved after thirty (30) days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

## **3.0 SERVICE SELECTION**

The full scopes of Services offered by IBTS found in this Service Agreement are listed as Addenda to this Service Agreement. Jurisdiction hereby selects the Services identified below by initialing beside the Service(s) to be implemented in the Jurisdiction

- ☒ Addendum A – Building Code Department Services & Fees
- ☐ Addendum B – Floodplain Services & Fees
- ☐ Addendum C – Accessibility Plan Review and Inspection Services & Fees
- ☐ Addendum D – Fire Code Review & Inspection Services & Fees
- ☐ Addendum E– Stormwater Services & Fees
- ☐ Addendum F – GOVmotus™ Programs (Reserved for Future Use)
- ☐ Addendum G – Energy and Green Building Services and Fees
- ☒ Addendum H – Community Development (Planning and Zoning) Services
- ☒ Addendum I – Property Maintenance Services and Fees

## **4.0 CHANGES AND ADDITIONAL SERVICES**

Jurisdiction may request certain Services not currently outlined in the attached Addenda, and additional Services not currently described can be added. Examples of additional Services that can be added are specialty Services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other Services as needs are identified and documented by IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Service Agreement as described in Section 18.0 – Agreement Modification of the Master Agreement.

## **5.0 USE OF REGISTERED TRADEMARKS**

IBTS and Jurisdiction give mutual permission to each other to utilize each other’s registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the Addenda as long as this Service Agreement remains in effect.

## **6.0 FEE COLLECTION:**

IBTS or the Jurisdiction may collect the fees for all services as described in the Addenda to this Agreement. Jurisdiction elects to utilize the fee collection method initialed below:

\_\_\_\_\_ **Rebate Process:** IBTS will collect all fees. IBTS will retain fees for its Services and will rebate the permit fees collected to the Jurisdiction.

X **Invoice Process:** Jurisdiction will collect all fees. Jurisdiction will retain permit fees for its Services, and IBTS will invoice the Jurisdiction for the Services it provided.

Reports of all fee activities between IBTS and the cities and towns will be reported to MARC and the Jurisdiction. The reports to the Jurisdiction and MARC will include the appropriate permit fee rebates and handling fees.

## **6.1 PAYMENT TERMS AND PROCESS**

**Rebate Process** – if the above Rebate Process has been selected by the Jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with Services provided to Jurisdictions. IBTS will collect payment of fees from the Applicant for appropriate Services and will retain certain fees for its Services and report activity to MARC and the Jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with the credit card account.

Permit Fees collected by IBTS will be rebated to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each Jurisdiction for permit fees collected during the permitting process. Within forty-five (45) working days of the end of the month, IBTS will rebate to the Jurisdiction all permit fees collected by IBTS.

**Jurisdiction's Permit Fees**– IBTS can provide suggested permit fees for the Addenda to this Service Agreement. If Rebate Process is selected, Each Jurisdiction shall establish permit fees for each permit type shown in the Addenda to this Service Agreement. These permit fees belong to the Jurisdiction. However, all fees along with all other plan review, inspection, flood review, handling and other fees required for the Service, shall be paid to the fee collector at the time the Applicant submits the permit application.

IBTS will rebate the Jurisdiction for permit fees for Services the Jurisdiction provides, such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities, only after the inspections have been completed, and the building has passed all IBTS inspections. Each Jurisdiction will establish these permit fees for each permit type shown in the Addenda to this Service Agreement. The Jurisdiction's established fees may vary from the suggested permit fees included in Addendum A.

**Invoice Process** - Alternatively, if the Jurisdiction elects the invoice process described above

IBTS will invoice the Jurisdiction for all IBTS fees related to services provided as described in the Addenda. The Jurisdiction agrees to make payments to IBTS within forty-five (45) days of receipt of the invoice. A report describing all transactions, which will include the permit number, permit type, and the permit category, will accompany the invoice.

## **7.0 TERM OF AGREEMENT**

This initial two-year Service Agreement term shall begin on October \_\_\_\_, 2020 and shall end on October \_\_\_\_, 2022. After the expiration date of this Service Agreement, the Service Agreement and any subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

## **8.0 TAXES**

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

## **9.0 JURISDICTION-FURNISHED RESOURCES**

Jurisdiction shall appoint a Program Manager to coordinate the Services pursuant to this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will pass resolutions and/or ordinances to require fees, plan reviews, permits, inspections and code compliance and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of Services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

## **10.0 IBTS-FURNISHED RESOURCES**

IBTS will be fully responsible for its staff and all of its staff's needs, including but not limited to automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

## **11.0 TERMINATION FOR CAUSE**

Jurisdiction may terminate this Service Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of this Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying IBTS's failure and an opportunity to cure the failure. If within ten (10) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

## **12.0 INDEMNIFICATION**

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of IBTS in the performance and/or failure to perform within this Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

### **13.0 LIMIT OF LIABILITY**

To the fullest extent permitted by applicable law, the total liability, in the aggregate, of IBTS, IBTS's officers, directors, partners, employees, agents, and contractors, to owner, and anyone claiming by, through, or under owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service Agreement, from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the greater of: (1) total compensation received by IBTS from the Jurisdiction hereunder; or, (2) the total limit of liability for the particular IBTS insurance policy that a claim would be subject to as set forth in Section 21. Any limitation of liability set forth in this Service Agreement shall not preclude the Jurisdiction from claiming under any insurance placed or provided pursuant to this Service Agreement up to the full amount payable under such insurance.

### **14.0 DISPUTE RESOLUTION**

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in the Kansas City metropolitan area.

### **15.0 ASSIGNMENT**

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to Jurisdiction and written consent of Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

### **16.0 AGREEMENT MODIFICATION**

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in this Service Agreement is binding on any of the parties.

### **17.0 CONFIDENTIALITY**

Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in Jurisdiction's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

## **18.0 SUBCONTRACTORS**

IBTS may use consultants or staff provided by a subcontractor. In such cases, IBTS will be fully responsible for the work completed by the consultant and staff provided by a subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to Jurisdiction for any breach in the performance of IBTS's duties.

## **19.0 NON-SOLICITATION OF EMPLOYEES**

The parties recognize and agree this it is important to encourage staff retention for each party and to minimize cost impacts to the program hereunder; as such, neither party shall knowingly solicit for hire the other's employees assigned to this project for the period of this Service Agreement and six months thereafter. This shall in no way, however, be construed to restrict, limit, or encumber the rights of any employee granted by law, nor shall this restriction in any way restrict either party from hiring employees who respond to advertisements or make independent inquiries for employment but in no event shall such employee be put to work on this specific program by the hiring party.

## **20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Indian Civil Rights Act of 1968, as amended, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

## **21.0 INSURANCE**

- a. IBTS Insurance. IBTS shall submit evidence of insurance to the Jurisdiction and will add the Jurisdiction as an "additional insured party" on IBTS's Commercial General Liability and Automobile Liability policies. Said policies shall not hereafter be cancelled, permitted to be expire, or be changed without thirty (30) days' written notice in advance to the Jurisdiction. Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.
- b. Worker's Compensation Insurance. IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.
- c. Commercial General Liability Insurance. IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, the Jurisdiction and any subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by IBTS staff or by a subcontractor, or by anyone

directly or indirectly employed by either of them. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

- d. Automobile Insurance. IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.
- e. Umbrella/Excess Liability. IBTS shall maintain Umbrella/Excess Liability Insurance in an amount not less than \$5,000,000 each occurrence and in the aggregate.
- f. Professional Liability Insurance. IBTS shall maintain Professional Liability Insurance in an amount not less than \$1,000,000 each claim and in the aggregate.

## 22.0 NOTICES

All contractual notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)**

Attn: Contracts  
45207 Research Place  
Ashburn, VA 20147  
[Legal@ibts.org](mailto:Legal@ibts.org)

**City of Westwood, Kansas**

Attn: **Leslie Herring**  
Chief Administrative Officer/City Clerk  
4700 Rainbow Blvd.  
Westwood, KS 66205  
[Leslie.herring@westwoodks.org](mailto:Leslie.herring@westwoodks.org)

All technical notices shall be addressed to:

**Institute for Building Technology and Safety (IBTS)**

Attn: Curt Skoog  
600 Broadway, Suite 200  
Kansas City, MO 64105  
[cskoog@ibts.org](mailto:cskoog@ibts.org)

**City of Westwood, Kansas**

Attn: **Leslie Herring**  
Chief Administrative Officer/City Clerk  
4700 Rainbow Blvd.  
Westwood, KS 66205  
[Leslie.herring@westwoodks.org](mailto:Leslie.herring@westwoodks.org)

## 23.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

## 24.0 ORDER OF PRECEDENCE

This Service Agreement and any amendments shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and any amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its Addenda.

## 25.0 INCORPORATION OF THE ATTACHED ADDENDA

The attached Addenda, as selected by the Jurisdiction, are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this 30th day of September 2020.

**For IBTS:**

Printed Name: Joseph Balac

Title: General Counsel & Dir. of Contracts

Signature: Joseph Balac

Date: September 30, 2020

**For CLIENT:**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM A**

### **BUILDING DEPARTMENT SERVICES & FEES**

#### **1.0 BUILDING DEPARTMENT SERVICES**

IBTS can provide complete or partial Building Department Services, including, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVmotus™ permitting system.

##### **Permit Applications**

Citizens/contractors may go to each Jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVmotus™ software. In either case, a local Jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

##### **Plan Reviews**

As directed by the Jurisdiction, IBTS staff will conduct the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if selected by each Jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

##### **Permit Approvals & Issuance**

Once plans are approved, IBTS will indicate approval in the GOVmotus™ software system or notify the Jurisdiction. The system in return immediately notifies the Jurisdiction that a permit is ready for issuance. The Jurisdiction having authority remains in control in order to issue permits, and each Jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the Jurisdiction may deem necessary.

##### **Inspections**

Once the permit is issued and the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via email request or on the web-based permitting solution.

##### **Certificates of Occupancy**

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVmotus™ software. IBTS will then approve the CO for issuance and the software will notify the Jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any

reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

## **2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES**

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

### **AUGMENTATION FEE STRUCTURE**

Residential Plan Review Fees: \$100.00 per hour

Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection\*

Commercial Inspections: \$150.00 per inspection\*

Full Time Inspector: \$110 per hour with a minimum of two weeks engagement

Full Time Inspector: \$125 per hour

*\*Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing - that is two (2) inspections for a total of \$200.00.*

<b>RESIDENTIAL BUILDING FEE SCHEDULE</b>			
<b>ITEM</b>	<b>Sq. Ft.</b>	<b>Plan Reviews</b>	<b>Inspections</b>
New Construction/Additions	0-3,000	\$275	\$900
	3,001-5,000	\$410	
	>5,001	\$525	
New Modular	All	\$160	\$275^
Alter/Repair	Plan Review Not Required	na	\$160^
	Non Structural Support Modifications	\$80	\$160^
	With Structural Support Modifications	\$110	\$275^
	With Structural Support Modifications & Egress Changes	\$180	\$320^
New Manufactured Housing	All	n/a	\$275
New Detached Accessory	Over 400 sq. ft.	\$110	\$220^
New Portable Building	Over 400 sq. ft.	\$80	\$160^
Structure Relocation	All	\$200	\$275
Swimming Pool	For pools required by ICC and city codes to be inspected.	\$80	\$315
<b>MISCELLANEOUS</b>			
1st Re-Inspection	n/a	n/a	n/a
2nd Re-Inspection			\$100
3rd Re-Inspection			\$175
Roofing Inspection			\$160
Electrical Meter Change			\$80
Mechanical Trade Inspection			\$80
Electrical Trade Inspection			\$80
Plumbing Trade Inspection			\$80
Demolition			\$80
Change of Occupancy			\$80
Change of Contractor			n/a
Permit Extensions			n/a
Decks			\$160
Temporary Pole			\$80
All Stop Work Orders			\$165
Flood Determination Review			\$80
Hourly Rate			\$125

^ Add trade permit fees when required

**COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE**

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES Includes 1 Re-review	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum			
A	ASSEMBLY (Section 303)	0	2,500	\$425	\$250	\$1,400
		2,501	4,500	\$715		
		4,501	10,000	\$1,425		\$1,650
		10,001	50,000	\$2,000	\$400	\$3,000
		50,001	100,000	\$3,500		\$4,500
		100,000	300,000	\$4,800		\$9,000
		300,001 +		\$4,800 + .02 sq.ft. over 300,000	\$500	\$9,000 + .02 sq.ft. over 300,000
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	\$425	\$250	\$1,100
		2,001	5,000	\$715		\$1,650
		5,001	10,000	\$1,425		\$2,100
		10,001	20,000	\$1,800	\$400	\$4,500
		20,001	30,000	\$2,600		\$5,800
		30,001	50,000	\$3,750		\$7,800
		50,001	100,000	\$4,500		\$13,000
		100,001	300,000	\$6,000.00	\$500	\$24,000
		300,001 +		\$6,000 + .02 sq.ft. over 300,00		\$24,000 + .02 sq.ft. over 300,000
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	\$450	\$200	\$825
		3,001	10,000	\$900		\$1,900
		10,001	30,000	\$1,700		\$2,900
		30,001	80,000	\$2,400	\$300	\$5,200
		80,001	150,000	\$3,300		\$11,000
		150,001	300,000	\$5,500		\$16,000
		300,001 +		\$5,500 + .02 sq.ft. over 300,000		\$16,000 + .02 sq.ft. over 300,000
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	\$715	\$250	\$1,650
		5,001	10,000	\$1,250		\$2,100
		10,001	30,000	\$2,000		\$4,800
		30,001	80,000	\$3,400	\$400	\$11,000
		80,001	150,000	\$5,300		\$19,500
		150,001	300,000	\$8,500		\$49,500
		300,001 +		\$8,500 + .02 sq.ft. over 300,000	\$600	\$49,500 + .02 sq.ft. over 300,000

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE						
GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	\$600	\$175	\$825
		10,001	20,000			\$900
		20,001	50,000			\$1,300
		50,001	100,000			\$1,500
		100,001	200,000			\$1,800
		\$200,001 +		\$600 + .02 sq.ft. over 200,000		\$1,800 + .02 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	\$775	\$175	\$2,000
		2,001	5,000	\$1,200		\$2,500
		5,001 +		\$1,200 + .03 sq.ft. over 5,000		\$2,500 + .03 sq.ft. over 5,000
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL	0	2,500	\$600	\$150	\$1,650
		2,501	10,000	\$1,350		\$2,000
		10,001	30,000	\$1,900		\$5,200
		30,001	50,000	\$3,500		\$10,900
		50,001	150,000	\$4,500	\$225	\$19,500
		150,001	300,000	\$5,800		\$48,500
	CARE FACILITIES (not regulated by the IRC) (Section 310)		300,001 +			\$5,800 + .02 sq.ft. over 300,00
Tenant Finish	When any size existing building experiances an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

**CDBG Infrastructure Inspections: \$125.00/hr with project maximums quoted per job.**

## **FLOODPLAIN SERVICES AND FEES**

### **1.0 COMPLETE FLOODPLAIN SERVICES**

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e., Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the Jurisdiction prior to the start of services for the Jurisdiction are not within the Scope of this Service Agreement.

Applicants will come to the Jurisdiction's local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However, for inspections, site verification visits, the Applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the Applicant, architect, engineer or land surveyor. IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the Jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this addendum and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

### **2.0 FLOODPLAIN SERVICES FEE SCHEDULE**

<b>TYPE</b>	<b>IBTS FEES</b>
Elevation Determination – Residential	\$75.00 per unit
Elevation Determination – Commercial	\$150.00 per unit
Ordinance Review	\$125.00 per hour
Ordinance Amendment Facilitation	\$125.00 per hour
LOMR and LOMA Assistance	\$125.00 per hour
Consultation	\$125.00 per hour

*\*Additional services are available upon request.*

## ADDENDUM C

### ACCESSIBILITY CODE SERVICES AND FEES

#### 1.0 COMPLETE ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional reviews may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

IBTS will also provide accessibility plan reviews and inspections on existing sites and structures.

All accessibility reviews and inspections will be documented and recorded in the GOVMOTUS™ Permitting System software. Each review and inspection report will be available from any web-enabled access device such as internet tablets and pads.

#### 1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

#### 2.0 ACCESSIBILITY SERVICES FEES

2.1 **Operation Fees:** Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment A.

2.2 **Augmentation:** Should an Applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

## **ADDENDUM D**

### **FIRE CODE REVIEW AND INSPECTION SERVICES AND FEES**

#### **1.0 COMPLETE FIRE CODE PLAN REVIEW & INSPECTION SERVICES**

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

##### **Plan Reviews**

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

IBTS will provide FIRE ONLY plan reviews and inspections for operations, special events and uses such as haunted houses, stadium changes, etc. IBTS will work with the local Fire Chief to ensure a safe event.

##### **Permit Approvals**

The permit approval process will follow the same steps for processing permits as described in Addendum B - Building Code Department Services.

##### **Inspections**

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

##### **Certificates of Occupancy**

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the Jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

#### **1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES**

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

## 2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERICAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES	
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENTATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
		300,001 +		\$950.00	\$1,400.00		\$1,580.00	\$2,100.00
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00

E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00
F1, F2, S1,S 2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		10,001	20,000				\$150.00	\$250.00
		20,001	50,000				\$225.00	\$375.00
		50,001	100,000				\$225.00	\$375.00
		100,001	200,000				\$225.00	\$485.00
		\$200,001 +		\$250.00	\$500.00		\$350.00	\$615.00
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00		\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00		\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00		\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00		\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00		\$1,475.00	\$3,415.00
		150,001	300,000	\$735.00	\$1,700.00		\$2,000.00	\$48,000.00
		300,001 +		\$1,100.00	\$2,300.00		\$2,400.00	\$6,000.00

## **ADDENDUM E**

### **STORMWATER SERVICES AND FEES**

#### **1.0 COMPLETE STORMWATER SERVICES**

IBTS will provide Stormwater Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating stormwater pollution.

##### **SWPPP Reviews**

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Service Plans as allowable by regulations. The Service Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Service SWPPPs.

##### **SWPPP Site Visits**

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs to allow the site manager to complete all paperwork. IBTS will verify that stormwater pollution plans are in place and remain effective after the rainfall event.

#### **1.1 AUGMENTATION OF EXISTING STORMWATER SERVICES**

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

#### **2.0 STORMWATER SERVICE FEES - Operation**

Fees for stormwater reviews and inspection are included in the fees for the building code plan reviews and inspections found in Addendum B.

#### **2.1 STORMWATER SERVICE FEES - Augmentation**

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

<b>STORMWATER SERVICE FEES FOR AUGMENTATION</b>		
<b>Service</b>	<b>Reviews</b>	<b>Inspections</b>
Residential SWPPP Master Development Reviews	\$350.00	\$1,500.00 / year / development
Commercial SWPPP Master Development Reviews	\$450.00	\$2,500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$150.00	\$300.00 / site
Residential Rainfall Event Inspection	N/A	\$150.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$200.00 per site / per event
Hourly Rate for Other Requested Work*	\$125.00	

\*Additional services available upon request, such as: Assistance with the development of a Stormwater Management Plan and program. Development of Stormwater Best Management Practices, Development of Stormwater Utility Fee System, Assistance with the development of Municipal Stormwater System Annual Report.

**ADDENDUM F**

**GOVmotus™ PERMITTING SOFTWARE AND FEES**

**[RESERVED FOR FUTURE USE]**

**ADDENDUM G**  
**ENERGY AND GREEN BUILDING SERVICES AND FEES**

**[RESERVED FOR FUTURE USE]**

## **ADDENDUM H**

### **PLANNING AND ZONING SERVICES AND FEES**

#### **1.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT**

IBTS can provide complete or partial Community Development management and support. Focusing on the community's assets, current character and desires, IBTS will develop, implement, manage and conduct planning and zoning activities for the Jurisdiction. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, Jurisdiction Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

IBTS will provide Community Development solutions that utilize traditional concepts along with innovative ideas that will best fit each respective community and its context. IBTS will coordinate efforts with the Jurisdiction's Councils, Boards and/or Commissions to administrate the following:

- Community Development Operations (Long Range and Current)
- Development of Comprehensive, Subarea, Neighborhood and Corridor Plan Development or review
- Current Planning, including Plan and Development Review Facilitation
- Zoning Interpretation, Compliance and Enforcement
- Council, Boards and Commissions Training
- Council, Boards and Commissions Support
- Planning, Zoning and Development Ordinance and Code Review
- Zoning and Development Code Implementation
- Sign Code Development and Implementation
- Community Development Services Consultation

#### **2.0 PLANNING AND ZONING INSPECTIONS**

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

### 3.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION

IBTS will provide the following grant writing and administration services:

- Grant Writing and Submittal (including all necessary public process)
- Grant Administration
- Project Management and construction oversight
- Grant Consultation

### 4.0 PLANNING & ZONING FEES – Operation or Augmentation

PLANNING & ZONING FEES	
PLANNING APPLICATION	PLAN REVIEW AND STAFF REPORT
Rezoning	\$400 plus \$85/acre over first acre
Zoning Verification Letter	\$75 or \$125 per hour if research required
Minor Subdivision/Lot Split/Lot Combination	\$300 plus \$50/lot
Preliminary Plat or Development Plan (residential or commercial)	\$400 plus \$50/lot
Site Plat	\$300
Final Plat (residential)	\$300 plus \$50/lot
Revised Development Plan (residential or commercial)	\$400 plus \$50/lot
Preliminary and Final Plat Extension	\$150
Waiver - Paving, parking, etc	\$125
Revocation	\$250
Wireless Tower Site Plan	\$400
Mobile Home Park	\$500 plus \$25/lot
Major Street Plan Amendment	\$750
Planned Unit Development Concept Plan	\$500 plus \$100/acre over 2.5 acres
Planned Unit Development Final Development Plan	\$400

PLANNING & ZONING FEES - continued	
PLANNING APPLICATION	PLAN REVIEW AND STAFF REPORT
In-home Conditional/Special Use Permit	\$200
Street Name Change	\$250 plus \$3 for each Abutting Property Owner
Major Street Setback Reduction	\$200
Conditional/Special Use Permit	\$375 plus \$75/acre after first ac.
Ordinance Amendment, Code updates	\$125 per hour
Demolition and Moving Permit	\$200
Opinion of Appropriateness	\$100 or \$125 /hour if reasearch required
Vacation of Right of Way and Easements	\$300
Temporary Sign Permit	\$100
Permanent Sign Permit	\$300
Placing of Legal Ad	\$125 plus publishing cost
Other Planning Services	\$125 per hour
Variance	\$250 plus cost of court reporter
Interpretation	\$250 plus cost of court reporter
Weekly Office Hours with six month commitment:	
Per 4 hour period	\$460.00

\* MARC Fees are 1.5% of the processing fees.

\*\*An hourly rate is presented where a flat fee does not apply.

\*\*\*Fees do not include radius reports, court reporter, county filing fees, postage, sign or sign posting, or newspaper publication.

## **ADDENDUM I**

### **PROPERTY MAINTENANCE SERVICE AND FEES**

#### **1.0 – Property Maintenance Inspections**

IBTS will provide the inspections for the Jurisdiction to enforce the Jurisdiction's Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the Jurisdiction, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, the following is a list of inspections in this Service area:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Vacant Overgrown Land
- Nuisance
- Property Inspections
- 10" or higher weeds
- Unimproved lots with weeds higher than 36"
- Rodent Harborage
- Abandoned Vehicle (Forwards to police)
- Swimming Pools
- Exterior Structure
- Interior Structure
- Rubbish & Garbage
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing Systems
- Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Duct Systems
- Means of Egress
- Fire Resistance
- Fire Protection

## **2.0 – Property Maintenance Documentation**

IBTS will coordinate with the Jurisdiction officials including but not limited to the Jurisdiction Attorney, the Jurisdiction Fire Chief and the jurisdiction Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort. Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

## **3.0 – Jurisdiction Responsibility**

The Jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only - the issuing of Notices of Violation to vehicles for property maintenance violations.

Ordinances will be passed and fee schedules adopted as needed by the Jurisdiction in order to pay for Services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be the Jurisdiction's responsibility to recoup any associated costs from the citizens for Services. IBTS staff will monitor the budget and ensure that Services do not exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The Jurisdiction will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

## **4.0 – Program Manager**

The Jurisdiction Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the Jurisdiction's Police Department will occur once the vehicle in question has been determined to exist. Once the VIN number is obtained, IBTS will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the Jurisdiction as well as the Jurisdiction's Police Department for enforcement and authorization of towing, as necessary.

## 5.0 Fees

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 175	\$ 100
	Non-residential and Multi-Family	\$ 400	\$ 150
	Equipment, Fences, Out-buildings	\$ 100	\$ 75
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 150	\$ 75
	Non-residential and Multi-Family	\$ 350	\$ 75
	Equipment, Fences, Out-buildings	\$ 100	\$ 75
Stop Work Order, Do Not Occupy Order		\$ 150	\$ 75
Unlawful Structure		\$ 275	\$ 150
Demolition		\$ 250	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 150	\$ 100
	Multiple apartment and duplex units	\$ 95	\$ 80
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 150	\$ 75
	Infestation	\$ 100	\$ 75
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 175	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 100	\$ 75
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 75
	Hard surfaces unsafe to vehicles and pedestrians	\$ 100	\$ 75
	Illegal Camping	\$ 100	\$ 75
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 100	\$ 75
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 75	\$ 75
	Improperly parked	\$ 75	\$ 75
	Used as living quarters	\$ 100	\$ 75
Nuisances Not Described Above		\$ 75	\$ 75
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$110 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$110 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$110 per hour, plus travel costs	
Residential property owner research		\$25 each	
Commercial property owner research		\$45 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$110 per hour, plus travel costs	

**WESTWOOD**  
**SEPTEMBER 2020**

ACTIVITIES / OFFENSE	THIS MONTH	20-YTD	19-YTD	20-Avg	CHANGE
<b><u>PART I CRIMES</u></b>					
MURDER					No Change
RAPE		1		0.11	1
ROBBERY			1		-1
<b><u>BURGLARY</u></b>					
BUSINESS					No Change
RESIDENTIAL		1	1	0.11	No Change
VEHICLE	2	17	7	0.78	10
MOTOR VEH THEFT	1	5	2	0.56	3
LARCENY / THEFT	5	21	22	2.33	-1
ASSAULT / BATTERY		4	1	0.44	3
<b><u>ARRESTS</u></b>					
FELONY		3	4	0.33	-1
MISDEMEANOR		1	9	0.11	-8
TRAFFIC		2	2	0.22	No Change
DRUG	1	13	6	1.44	7
DUI		1		0.11	1
WARRANTS	2	22	49	2.44	-27
CONFINED		6	14	0.67	-8
<b><u>SUMMONS</u></b>					
HAZARD	27	379	507	42.11	-128
NON-HAZARD	41	864	1409	96.00	-545
DUI		1		0.11	1
ORD. VIOLATION	45	23	7	2.56	16
<b><u>ACCIDENTS</u></b>					
NON-INJURY	2	10	16	1.11	-6
INJURY		4	2	0.44	2
PRIVATE PROPERTY	1	1		0.11	1
ADMIN.DUTIES-PD	61	274	221	30.44	53
ADMIN.DUTIES - CITY	14	43	3	4.78	40
ALARM	4	28	15	3.11	13
ANIMAL	4	11	6	1.22	5
ASSIST - POLICE	14	56	49	6.22	7
ASSIST - PUB MOTOR	20	83	56	9.22	27
BLD. CHECK-SHAKE	20	28	43	3.11	-15
BLD. CHECK-PATROL	1260	10471	11050	1163.44	-579
BUSINESS CHECK	198	416	171	46.22	245
CIVIL MATTER		2	7	0.22	-5
EXTRA PATROL HAZARD					No Change
EXTRA PATROL NON HAZ		3		0.33333333	3
EXTRA PATROL DUI					No Change
EXTRA PATROL ORD.					No Change

# WESTWOOD

SEPTEMBER 2020

ACTIVITIES / OFFENSE	THIS MONTH	20-YTD	19-YTD	20-Avg	CHANGE
CRIMINAL DAMAGE	1	5	1	0.56	4
DISTURBANCE	2	26	18	2.89	8
DISORDERLY CONDUCT					No Change
FIELD INTERVIEW FORM		1		0.11	1
FIRE		4	7	0.44	-3
FOLLOW UP	9	20		2.22	20
INFO / INVEST	4	38	42	4.22	-4
JUVENILE	1	3	3	0.33	No Change
<b>MENTAL HEALTH</b>					
SUICIDE					No Change
ATT SUICIDE		2		0.22	2
INVOLUNTARY COMMITTAL	2	2		0.22222222	2
ALL OTHER MENTAL HEALTH	6	7		0.77777778	7
MEDICAL CALL	16	64	32		32
NATURE UNKNOWN		3	4	0.33	-1
NOISE COMPLAINT	2	8	17	0.89	-9
OPEN DOOR		21	8	2.33	13
ORD. COMPLAINT		3		0.33	3
ORD. VIOL WARNING		1	3	0.11	-2
ORD. VIOL LETTER					No Change
OTHER		4	1	0.44	3
PED. CHECK		5		0.56	5
PUBLIC SERVICE	27	112	92	12.44	20
RECOVERED PROP	5	11	3	1.22	8
RESIDENCE CHECK	43	248	375		-127
SUSPICIOUS SUBJECT	6	37	24	4.11	13
VEH CHECK OCCUPIED	6	18	12	2.00	6
VEH CHECK UNOCCUPIED	1	29	32	3.22	-3
TELE. CALL HARASS					No Change
TELE. CALL THREAT			1		-1
TRAFFIC COMPLAINT	3	13	27	1.44	-14
TRAFFIC WARNING	1	129	261	14.33	-132
UNATTENDED DEATH					No Change

Total Activity

1740

Last Year - YTD Activity

12374

Year to Date Activity

12157

Difference in Activity

-217

Total Monthly Summons

113

Hazardous Summons Percentage

24%

## WESTWOOD INCIDENT SUMMARY

### BURGLARY TO AUTO

**CASE NO:** 20-0240      **LOCATION:** 4935 Fariway Rd  
**DATE :** 09/08/2020  
**ACTIVITY:** Unknown suspect entered the unlocked vehicle and took a backpack and credit cards.

**CASE NO:** 20-0242      **LOCATION:** 2916 W 50th Terr  
**DATE :** 09/08/2020  
**ACTIVITY:** Unknown suspect entered the unlocked vehicle and took sunglasses.

### AUTO THEFT

**CASE NO:** 20-0239      **LOCATION:** 2615 W 51st Terr  
**DATE :** 09/08/2020  
**ACTIVITY:** Unknown suspect entered the unlocked vehicle and took the vehicle and a wallet with credit cards.

### LARCENY / THEFT

**CASE NO:** 20-0234      **LOCATION:** 4701 Mission Rd  
**DATE :** 09/01/2020  
**ACTIVITY:** Unknown suspect(s) took beer from the store without paying for it.

**CASE NO:** 20-0258      **LOCATION:** 5143 Mission Rd  
**DATE :** 09/17/2020  
**ACTIVITY:** Unknown suspect filed for unemployment by fraudulent means using the victim's information.

**CASE NO:** 20-0261      **LOCATION:** 4701 Mission Rd  
**DATE :** 09/19/2020  
**ACTIVITY:** Unknown suspect removed merchandise from the store without paying for it.

**CASE NO:** 20-0264      **LOCATION:** 2013 W 48th St  
**DATE :** 09/22/2020  
**ACTIVITY:** Unknown suspect took a package from the porch without permission.

**CASE NO:** 20-0268      **LOCATION:** 4701 Mission Rd  
**DATE:** 9/25/2020  
**ACTIVITY:** Unknown suspect stole the victim's wallet and used the debit/credit cards in the wallet at various places.

WESTWOOD  
COURT SUMMARY  
SEPTEMBER, 2020

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
September 11, 2020	81	08	\$ 3,812.00	38	00
September 18, 2020	26	03	\$ 2,989.00	20	00
September 25, 2020	34	07	\$ 2,550.00	12	23
<b>TOTALS</b>					
September, 2020	141	18	\$ 9,351.00	70	23
September 2019	134	08	\$ 15,106.00	71	13
<b>TOTAL (\$ 9,351.00) less</b>					
* Kansas DL fees:					\$366.00
* Judges Training Fund:					\$ 32.00
* LET Training Fund:					\$720.00
* Comm Correct Fund:					\$0.00
* Seatbelt Safety Fund:					\$60.00
<b>September 2020 TOTAL:</b>					<b>\$8,173.00</b>

Y.T.D. TOTALS 2020		Y.T.D. TOTALS 2019	
ARRAIGNMENTS:	1467	ARRAIGNMENTS:	1309
TRIALS	201	TRIALS:	148
LETTERS:	1548	LETTERS:	593
WARRANTS:	210	WARRANTS:	241
FINES:	\$114,208.90	FINES:	\$159,406.68
KS DL FEES:	\$1560.00	KS DL FEES:	\$1587.00
JUDGES FUND:	\$423.00	JUDGES FUND:	\$732.50
L.E.T.FUND:	\$8,014.00	L.E.T FUND:	\$9,747.50
COMM CORRECT FUND:	\$0.00	COMM CORRECT FUND:	\$ 0.00
SEATBELT SAFETY FUND:	\$240.00	SEATBELT SAFETY FUND:	\$720.00

## COUNCIL ACTION FORM

## Police Services with Westwood Hills

Meeting Date: October 8<sup>th</sup>, 2020

Staff Contact: Greg O'Halloran, Chief of Police

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**Agenda Item:** Approving the signing of a new police services contract with Westwood Hills that moves payment from a flat rate of \$155,000 year rate to a flat rate of \$163,000 annually.

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### Background / Description of Item:

- The current contract between Westwood and Westwood Hills stands at \$155,000 per year
- The proposed change would increase the rate to \$163,000 per year for year 2021
- The contract would be renewable at the discretion of the parties at least for 2022 and 2023
- With a review and renewal of the contract between April 1<sup>st</sup> and June 1<sup>st</sup> of every year prior to the next calendar year that it would go into effect for allowing both cities to better plan and react with their budgets
- The contract was reviewed by the City of Westwood's Attorney

### Staff Recommendation:

Authorize the Mayor to sign the necessary documents to enter into an agreement on behalf of the City of Westwood to provide police services to the City of Westwood Hills.

### *Suggested Motion:*

*I move 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.*

## **PUBLIC SAFETY SERVICE AGREEMENT**

This agreement (the "Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Westwood, Kansas, a Municipal Corporation (hereinafter "Westwood"), and the City of Westwood Hills, Kansas, a Municipal Corporation (hereinafter "Westwood Hills") (collectively referred to as "Cities").

WHEREAS, Westwood has provided basic police services to Westwood Hills pursuant to traditional past practice, mutual aid, and pursuant to separate written agreements;

WHEREAS, the Cities have negotiated and now desire to memorialize their agreement with respect to the provision of basic police services within a written document;

WHEREAS, in the opinion of the governing bodies of the Cities, it is to the mutual benefit and general welfare of the persons and properties of both municipalities to continue to cooperate and consolidate in the provision of basic police services by Westwood to Westwood Hills;

WHEREAS, this Agreement constitutes a contract between municipalities pursuant to K.S.A. 12-2908 to perform a governmental service, activity or undertaking which each party hereto is authorized by law to perform and accordingly shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*, and amendments thereto.

NOW THEREFORE, Westwood and Westwood Hills, 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:

**1. Purpose of Agreement.** The purpose of this Agreement is to memorialize the agreement between the parties with respect to Westwood's provision of police protection service to Westwood Hills and for compensation for Westwood's services.

**2. Services Provided.** Westwood will provide or will cause to be provided basic police services ("Services") to Westwood Hills. Without otherwise limiting the definition thereof, basic police services shall include routine patrol, traffic law enforcement, accident investigation and reports, initial response to the report of crimes committed within the City, and response to emergency calls for assistance.

Supplemental Services ("Supplemental Services"), including special and supplemental patrolling, shall be excluded from the definition of basic police services. To the extent requested by Westwood Hills, and subject to the availability of officers and equipment to provide such Supplemental Services, Westwood shall provide such Supplemental Services for Westwood Hills, on a time and equipment usage basis at an hourly rate mutually agreed upon between the parties. Westwood shall account monthly to

Westwood Hills for such overtime enforcement showing the number of hours worked by its officers, the number of citations issued, the potential revenue to Westwood Hills and the cost of such enhanced enforcement or extra services for Westwood Hills. Westwood will budget for the provision of such Supplemental Services or otherwise account for such Supplemental Services so long as such Supplemental Services are being requested and paid for by Westwood Hills.

The Cities understand and agree that investigative services have historically been provided by the Johnson County Sheriff's Department and the parties anticipate that such investigative services shall continue to be provided by the Sheriff's Department during the term of this Agreement.

Costs associated with the provision of a court clerk for the docketing of traffic and other violations of the Westwood Hills' ordinances and codes; maintaining a system to record such violations and convictions and the required reporting therefore; and interfacing with the public in collecting fines and court costs for violations and accounting for such fines and court costs and depositing the amount collected in the bank account of Westwood Hills in a timely manner shall be included within the Services provided by Westwood under this Agreement. Costs associated with the provision of other court services including provision of the prosecutor, judge, defense attorney for indigent defendants for each City's respective municipal court and jail fees, are excluded from the Services provided under this Agreement. If Westwood Hills fails to provide such other court services, it is agreed that Westwood Hills' ordinances will not be enforced by Westwood. Similarly, the costs associated with animal control and crossing guard services are funded outside of this Agreement and are also excluded from the Services provided under this Agreement.

**3. Compensation.** Compensation for the basic police services provided under this Agreement shall be in the amount of \$163,000.00 per year for the calendar year 2021 to be paid by Westwood Hills to Westwood. Such annual payment shall be due and payable on a monthly basis following the submission of an invoice or bill from Westwood to Westwood Hills. The cost of Supplemental Services as provided for within paragraph 2 shall be in addition to this \$163,000.00 annual payment. Any Supplemental Services will be itemized and reflected on the monthly invoice or bill from Westwood. Any invoice or bill which is received by Westwood Hills by the 1<sup>st</sup> day of any month will be paid by the 30<sup>th</sup> day of that month. Any invoice or bill received after the 1<sup>st</sup> day of any month will be paid by the 30<sup>th</sup> day of the following month.

**4. Performance of Police Services.** The Cities expressly agree as follows with respect to the police Services provided under this Agreement:

a. This Agreement and the duties and responsibilities within this Agreement do not detract from or place any restrictions upon any individual officer's exercise of discretion in the performance of his or her duties.

b. The duties and responsibilities within this Agreement are intended to create a contractual relationship between the Cities and such duties and responsibilities do not give rise to any duties or responsibilities to any third parties or any individuals or entities who are not a party to this Agreement.

c. This Agreement and the duties and responsibilities stated within this Agreement do not give rise to any special relationship or duty to any individual or entity that is not a party to this Agreement.

d. This Agreement and the duties and responsibilities stated within this Agreement do not impose any duty owed to any individual or entity who is not a party to this Agreement with respect to the enforcement of or the failure to enforce the law.

e. This Agreement is not intended to abrogate any of the privileges, immunities or other provisions, which are expressly reserved by the Cities, as stated within the Kansas Tort Claims Act, K.S.A. 75-6101, *et seq.*

f. This Agreement is not intended to abrogate any immunity held by individual officers who are providing Services or Supplemental Services pursuant to this Agreement, which immunities are expressly recognized and to the extent that such immunities can be reserved by the Cities, such immunities are expressly reserved.

g. This Agreement constitutes an express grant of authority by Westwood Hills to Westwood to engage in police protection services and law enforcement activities anywhere within the city limits of Westwood Hills to the same extent that officers employed by Westwood would be authorized to engage in similar police services within the city limits of Westwood, and to the extent necessary, the terms of this Agreement constitute a continuing request for assistance and a request for mutual aid from Westwood Hills to Westwood relating to the provision of police services within the city limits of Westwood Hills.

h. Nothing within this Agreement shall preclude Westwood from requesting assistance or referring any matter to another law enforcement agency.

**5. Officers As Employees of Westwood.** In providing police Services and Supplemental Services hereunder, the Police Department of Westwood, its officers, agents, employees, representatives, or independent contractors shall remain subject to the exclusive supervision and control of Westwood. Accordingly, Westwood retains the exclusive right to direct the work of its employees performing work under the terms of this Agreement. The manner and method by which police Services and Supplemental Services are provided under this Agreement shall remain in the exclusive control of Westwood. Nothing in this Agreement shall be construed as creating an employment relationship between Westwood Hills and any officers and/or employees of Westwood providing police Services or Supplemental Services pursuant to the terms of this Agreement.

**6. Relationship of the Parties.** The method, means, manner, personnel and equipment by which police Services or Supplemental Services are provided under this Agreement shall remain in the exclusive control of Westwood. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a separate legal entity whether such entity may be an administrative entity, joint venture, partnership, formal or informal business association, or formal or informal organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

**7. Indemnification.** Westwood agrees to indemnify Westwood Hills and any official, employee, or representative of Westwood Hills and hold them and each of them harmless for any costs or liability incurred in connection with the provision of police Services or Supplemental 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 police Services or Supplemental 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 police Services or Supplemental Services took place within the city limits of the City of Westwood Hills, unless the basis for such liability arises from 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 police Services or Supplemental Services under this Agreement, the party who has received such claim shall promptly provide written notice of such claim to the other party.

**8. Insurance.** Westwood agrees to obtain law enforcement liability protection insurance coverage with limits of not less than \$1,000,000 for each wrongful 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.

9. **Duration and Termination of Agreement.** This Agreement shall be effective from January 1, 2021 through December 31, 2021, at which time the Agreement shall be automatically renewable from year to year unless one party provides notice to the other party of their intent to terminate the Agreement. Any such notice of intent to terminate this Agreement shall be provided in writing between April 1st and June 1st for services to be rendered in the following calendar year to enable the parties to appropriately budget. Neither party shall assign this Agreement, and a purported assignment shall immediately terminate the Agreement.

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 as per 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 and venue 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 mailed, postage prepaid, certified mail, in the United States mail addressed to the Mayor of the City to whom 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 to 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, and the Mayor of the City of Westwood Hills, Kansas, has signed this Agreement on behalf of the City of Westwood Hills, Kansas.

City of Westwood

By: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Herring, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

City of Westwood Hills

By: \_\_\_\_\_  
Paula L. Schwach, Mayor

ATTEST:

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Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

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James R. Orr, City Attorney

## **COUNCIL ACTION FORM**

Meeting Date: October 8, 2020

Staff Contact: Greg O'Halloran, Chief of Police

## **Binding Coverage for Cyber Liability Insurance**

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**Agenda Item:** Authorize the Mayor to bind coverage for cyber liability insurance for the City of Westwood through Beazley Insurance Company, Inc. via the City's primary insurance carrier, Boulevard Insurance, LLC

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### **Background / Description of Item:**

- The Westwood Police Department uses Johnson County DTI for its IT services.
- This year, there is a new requirement in the contract that the City maintain Cyber Liability Insurance which will cover all City departments.
- The City's insurance carrier, Boulevard Insurance, LLC has quoted this coverage through a sub carrier, Beazley Insurance Company, Inc., at \$1,250 a year.
- For this to take effect, the agreement has to be signed and payment made by December 15, 2020.
- Coverage would be effective for one year.

### **Staff Recommendation:**

To continue IT services with Johnson County DTI, allow for the signing and paying for the cyber insurance and to include that expenditure to be placed into the yearly insurance renewal for the City of Westwood in the future.

### *Suggested Motion:*

*I move 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.*



725 Cool Springs Boulevard Suite 160 Franklin, TN 37067 Phone: 615-885-0146 Fax: 615-885-0230

Aug 11, 2020

Geoff Gobble  
Boulevard Insurance, LLC  
7501 College Blvd, Suite 115  
Overland Park, KS 66210

Re: City of Westwood, Kansas, Ref# 8726369-B  
Proposed Effective 8/14/2020 to 8/14/2021

Dear Geoff:

We are pleased to confirm the attached quotation for **CYBER LIABILITY** being offered with **Beazley Insurance Company, Inc..** This carrier is **Admitted** in the state of **KS**. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

**NOTE: If insured is located outside your resident state, we must receive a copy of your non-resident license prior to binding.**

**The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.**

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

<b>Premium:</b>	\$1,000.00
<b>Broker Fee</b>	\$250.00

**Total: \$1,250.00**

**Total Including TRIPRA (if elected) : \$1,250.00**

**Tax Filings are the responsibility of: ( ) Your Agency (X ) CRC ( ) Not Applicable**

**Commission: 12.5%**

**Broker Fees & Policy Fees are Fully Earned at Binding**

Should **City of Westwood, Kansas** elect to bind coverage as per the attached, simply complete the Request to Bind box below and return to our office prior to the requested effective date of coverage. Should you have any questions, please feel free to contact our office.

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Sincerely,

TC Forscht  
(615) 882-2858  
TForscht@crcgroup.com  
8726369

## **REQUEST TO BIND COVERAGE**

Complete and return to TC Forscht via email at [TForscht@crcgroup.com](mailto:TForscht@crcgroup.com) .

Submission #: 8726369-B City of Westwood, Kansas

**Agency Response:** [ ☐ ] Yes, please bind as quoted, effective: \_\_\_\_\_

**PREMIUM IS BEING FINANCED BY** \_\_\_\_\_ **ACCOUNT #** \_\_\_\_\_  
Name of Premium Finance Company

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Representative of Boulevard Insurance, LLC

**CONFIDENTIAL**



## BEAZLEY BREACH RESPONSE

## QUOTE

QUOTE ISSUED: 07-Aug-2020

RE: City of Westwood  
**INSURANCE QUOTE: BEAZLEY BREACH RESPONSE**

We are pleased to offer the following quote for the above captioned account.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

For additional information on this product offering, please access our [marketing](#) materials.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

INSURED: City of Westwood

This quote will remain in effect until 14-Aug-2020.

COVERAGE SCHEDULE (Currency in USD)	
LIMITS	OPTION #1
<b>Breach Response</b>	
Notified Individuals:	100,000
Legal, Forensic & Public Relations/Crisis Mgmt:	\$1,000,000
<b>THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY</b>	
<b>Policy Aggregate Limit of Liability:</b>	\$1,000,000
<b>Additional Breach Response Limit</b>	
Additional Breach Response Limit:	\$1,000,000
<b>First Party Loss</b>	
Business Interruption Loss:	
<i>Resulting from Security Breach:</i>	\$1,000,000
<i>Resulting from System Failure:</i>	\$1,000,000
Dependent Business Loss:	
<i>Resulting from Dependent Security Breach:</i>	\$100,000
<i>Resulting from Dependent System Failure:</i>	\$100,000
Cyber Extortion Loss:	\$1,000,000
Data Recovery Costs:	\$1,000,000
<b>Liability</b>	
Data & Network Liability:	\$1,000,000
Regulatory Defense & Penalties:	\$1,000,000
Payment Card Liabilities & Costs:	\$1,000,000
Media Liability:	\$1,000,000
<b>eCrime</b>	
Fraudulent Instruction:	\$250,000
Funds Transfer Fraud:	\$250,000
Telephone Fraud:	\$250,000
<b>Criminal Reward</b>	
Criminal Reward:	\$50,000
RETENTIONS	OPTION #1
<b>Breach Response</b>	
Legal, Forensic & Public Relations/Crisis Mgmt:	\$2,500; \$1,250 for Legal
<b>Each Incident, Claim, or loss:</b>	\$2,500
Retention for Cyber Extortion Loss:	\$1,000
<b>PREMIUM</b>	<b>\$1,000</b>

INSURED: City of Westwood

This quote will remain in effect until 14-Aug-2020.

#### GENERAL INFORMATION

**Quote Effective Until:** 14-Aug-2020

**Named Insured:** City of Westwood  
4700 Rainbow Boulevard  
Westwood, KS 66205

**Insurer:** Beazley Insurance Company, Inc. (Admitted)

#### POLICY INFORMATION

**Policy Period:** The Policy Period will be 12 months.  
Both at 12:01 a.m. Local Time at the Named Insured Address

**Continuity Date:** Policy Inception

**Optional Extension Period:** 12 Months

**Optional Extension Premium:** 100% of the Annual Policy Premium

**Notified Individuals Threshold:** 100 Notified Individuals

**Waiting Period:** 8 Hours

**Policy Form:** Beazley Breach Response (F00653 112017 ed.) with  
BBR Information Pack

This policy provides coverage, for no additional charge, for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. See your policy for complete information regarding this coverage.

## SUBJECTIVITIES

In accordance with your request for a proposal and based on the information submitted, this quote is provided, subject to receipt, favorable review and written acceptance of the following information:

### 1. Beazley Breach Response – PE Application

In order to complete the review process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

## ENDORSEMENTS EFFECTIVE AT INCEPTION

- |     |                     |  |
|-----|---------------------|--|
| 1.  | E02804KS 042011 ed. | Sanction Limitation and Exclusion Clause – Kansas  |
| 2.  | E10602 112017 ed.   | War and Civil War Exclusion  |
| 3.  | E10595 112017 ed.   | Asbestos, Pollution, and Contamination Exclusion Endorsement   |
| 4.  | E11122 012018 ed.   | Cap on Losses Arising Out of Certified Acts of Terrorism   |
| 5.  | A00947KS 032018 ed. | Kansas Amendatory Endorsement  |
| 6.  | BICMU05090406       | Nuclear Exclusion  |
| 7.  | E06928 042015 ed.   | Policyholder Disclosure Notice of Terrorism Insurance Coverage   |
| 8.  | E12604 012019 ed.   | Amend Definition of Data   |
| 9.  | E07594 112017 ed.   | Amend Notified Individuals Threshold   |
| 10. | E12698 022019 ed.   | Amend Other Insurance Clause – Primary With Respect To Breach Response Services And First Party Loss   |
| 11. | E11783 072018 ed.   | Computer Hardware Replacement Cost <ul style="list-style-type: none"> <li>• Sublimit: \$100,000</li> </ul>   |
| 12. | E10675 012019 ed.   | Contingent Bodily Injury With Sublimit Endorsement <ul style="list-style-type: none"> <li>• Sublimit: \$250,000</li> </ul>                                 |
| 13. | E11204 032020 ed.   | CRC Amendatory Endorsement   |
| 14. | E12968 052019 ed.   | CryptoJacking Endorsement <ul style="list-style-type: none"> <li>• Sublimit: \$100,000</li> <li>• Retention: <i>To Match Elected Retention</i></li> </ul>  |
| 15. | E11290 032018 ed.   | GDPR Cyber Endorsement   |
| 16. | E11848 072018 ed.   | Invoice Manipulation Coverage <ul style="list-style-type: none"> <li>• Limit: \$100,000</li> <li>• Retention: <i>To Match Elected Retention</i></li> </ul> |
| 17. | E10944 032019 ed.   | Post Breach Remedial Services Endorsement  |
| 18. | E13038 062019 ed.   | Reputation Loss <ul style="list-style-type: none"> <li>• Limit: \$1,000,000</li> <li>• Retention: <i>To Match Elected Retention</i></li> </ul>             |
| 19. | E12967 052019 ed.   | Voluntary Shutdown Coverage  |

INSURED: City of Westwood

This quote will remain in effect until 14-Aug-2020.

20. E13915 052020 ed. Employee Device Endorsement

21. E13372 092019 ed. State Consumer Privacy Statutes Endorsement

Comments: PCI Fines and Penalties Coverage will be excluded if the applicant does not confirm they are compliant with PCI security standards.

# Beazley Breach Response (BBR) Information Pack

Our BBR information pack is now available online. To access the information pack visit [www.beazley.com/cyberservices](http://www.beazley.com/cyberservices).

We have migrated from a PDF to a web based version so you will always have access to the most up to date information.

Visit our cyber services page to access:

- A listing of your breach response services and our current panel of service providers.
- Information on the risk management tools and resources included with your policy including information on our in-house risk management portal, [www.beazleybreachsolutions.com](http://www.beazleybreachsolutions.com)
- The process for notifying Beazley of a breach and the ability to report a breach or breach incident online.

**Visit [www.beazley.com/cyberservices](http://www.beazley.com/cyberservices)**

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SANCTION LIMITATION AND EXCLUSION CLAUSE - KANSAS**

This endorsement modifies insurance provided under the following:

**BEAZLEY BREACH RESPONSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the United States of America.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

#### **WAR AND CIVIL WAR EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

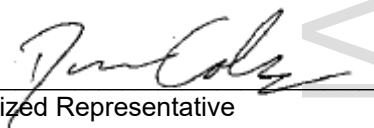
In consideration of the premium charged for the Policy, it is hereby understood and agreed that **EXCLUSIONS** is amended to include:

#### **War and Civil War**

For resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**.

For purposes of this exclusion, "**Cyber Terrorism**" means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### **ASBESTOS, POLLUTION, AND CONTAMINATION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

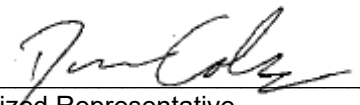
In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy will not apply to any **Loss** arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

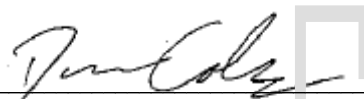
**CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

**BEAZLEY BREACH RESPONSE**

- A. If aggregate insured losses attributable to "Certified Acts of Terrorism" exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. As used in this endorsement, "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### KANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BEAZLEY BREACH RESPONSE

1. The definition of **Damages**, 5. is amended by the addition of the following at the end thereof:

in applying the foregoing, only punitive and exemplary damages awarded for vicarious liability of the **Named Insured** are insurable under Kansas law;

2. The last paragraph of the definition of **Penalties** is deleted in its entirety and replaced with the following:

In applying the foregoing, penalties are not insurable in Kansas

3. The **DEFINITIONS** section is amended by the addition of the following:

**Fraud** means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

4. **GENERAL CONDITIONS, Cancellation** is deleted in its entirety and replaced with the following:

#### **Cancellation and Nonrenewal**

The **Named Insured** may cancel this Policy by surrender thereof to the Underwriters, or by mailing to the Underwriters written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.

If this Policy has been in effect for less than ninety (90) days, the Underwriters may cancel this Policy for any reason. In such event, written notice shall be mailed or delivered to the **Named Insured** at least thirty (30) days prior to the effective date of cancellation. Provided, however, if the Underwriters cancel this Policy for nonpayment of premium, the Underwriters shall mail or deliver written notice of cancellation to the **Named Insured** at least ten (10) days before the effective date of cancellation.

If this Policy has been in effect for ninety (90) days or more, the Underwriters may only cancel this Policy for any of the following reasons:

1. nonpayment of premium;
2. the Policy was issued because of a material misrepresentation;
3. any **Insured** violated any of the material terms and conditions of the Policy;

4. unfavorable underwriting factors, specific to the **Insured**, exist that were not present at the inception of the Policy;
5. a determination by the Commissioner that continuation of coverage could place the Underwriters in a hazardous financial condition or in violation of the laws of Kansas; or
6. a determination by the Commissioner that the Underwriters no longer have adequate reinsurance to meet the Underwriters needs.

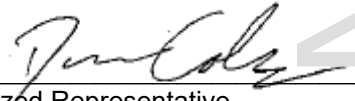
If the Underwriters cancel this Policy for any reason set forth in 2. through 6. above, the Underwriters shall mail or deliver written notice of cancellation to the **Named Insured** at least thirty (30) days before the effective date of cancellation. If the Underwriters cancel this Policy for the reason set forth in 1. above, the Underwriters shall mail or deliver written notice of cancellation to the **Named Insured** at least ten (10) days before the effective date of cancellation. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

If this Policy is cancelled pursuant to the first paragraph hereinabove, the Underwriters shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled pursuant to the second and third paragraphs hereinabove, the Underwriters shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation.

If the Underwriters decide not to renew this Policy, the Underwriters shall provide written notice by certified mail to the **Named Insured**, at the **Named Insured's** last known address, and by mailing a copy of such notice to the **Named Insured's** agent at least sixty (60) days before the end of the **Policy Period**. The notice of nonrenewal shall state the reason for nonrenewal.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**Effective date of this Endorsement: 14-Aug-2020**

**This Endorsement is attached to and forms a part of Policy Number:**

**Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

### **NUCLEAR EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel

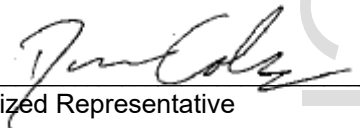
component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of

nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

(LMA 9104 amended)

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMEND DEFINITION OF DATA**

This endorsement modifies insurance provided under the following:

**BEAZLEY BREACH RESPONSE**

In consideration of the premium charged, it is hereby understood and agreed that the definition of **Data** is deleted in its entirety and replaced with the following:

**Data** means any software or electronic data that exists in **Computer Systems**.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

SPECIMEN

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMEND NOTIFIED INDIVIDUALS THRESHOLD**

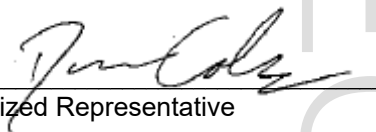
This endorsement modifies insurance provided under the following:

**BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that part 4. of the definition of **Breach Response Services** is deleted and replaced with the following:

4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMEND OTHER INSURANCE CLAUSE – PRIMARY WITH RESPECT TO BREACH RESPONSE SERVICES AND FIRST PARTY LOSS**

This endorsement modifies insurance provided under the following:

**BEAZLEY BREACH RESPONSE**

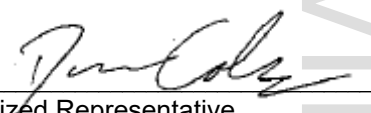
In consideration of the premium charged for the Policy, it is hereby understood and agreed that **Other Insurance** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

**Other Insurance**

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy; provided that this Policy shall be primary solely with respect to **Breach Response Services, Cyber Extortion Loss** and **Data Recovery Costs** covered under the Breach Response and First Party Loss insuring agreements.

The existence of other insurance available to an **Insured** shall not affect the Underwriters' obligations toward an **Insured** in paying **Loss** covered under this Policy nor shall it delay payment of such **Loss**.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### COMPUTER HARDWARE REPLACEMENT COST

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

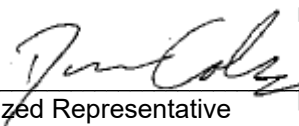
1. The definition of **Extra Expense** is deleted in its entirety and replaced with the following:

**Extra Expense** means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure** occurred; and includes reasonable and necessary expenses incurred by the **Insured Organization** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**, provided however that the maximum sublimit applicable to **Extra Expense** incurred to replace such devices or equipment is USD \$100,000.

2. Part 2. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**. Electronic data shall not be considered tangible property;

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### CONTINGENT BODILY INJURY WITH SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

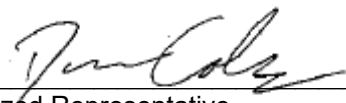
In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Part 1. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:
  1. **Bodily Injury**; provided, this exclusion shall not apply to any **Claim** for **Contingent Bodily Injury**.
2. **DEFINITIONS** is amended by the addition of:

**Bodily Injury** means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death.

**Contingent Bodily Injury** means those **Claims** wherein the **Damages** sought by the claimant are for **Bodily Injury** which arise solely out of a **Security Breach** affecting the **Insured Organization's Computer Systems** which is otherwise covered under the terms and conditions of this Policy; but not if the **Insured's** own act, error or omission is the direct immediate cause of such **Claim** for **Bodily Injury**. Furthermore, this extension of coverage applies only if such **Claim** for **Bodily Injury** is not covered under any other policy of insurance.
3. The Underwriter's aggregate limit of liability for all **Damages** resulting from all **Claims** covered under this Endorsement, made against any **Insured(s)** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Contingent Bodily Injury** shall be \$250,000, which amount shall be part of and not in addition to the **Policy Aggregate Limit of Liability**.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### CRC AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The **Optional Extension Period** and **Optional Extension Premium** listed in the Declarations under **POLICY INFORMATION** are deleted in their entirety and replaced with the following:

**Optional Extension Period:**

12 Months

24 Months

36 Months

**Optional Extension Premium:**

100% of the Annual Policy Premium

150% of the Annual Policy Premium

225% of the Annual Policy Premium

2. The Data Recovery Costs insuring agreement is deleted in its entirety and replaced with the following:

*Data Recovery Costs*

**Data Recovery Costs** that the **Insured Organization** incurs as a direct result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

3. Part 1. of the definition of **Claim** is deleted and replaced with the following:

1. a written demand received by any **Insured** for money or services, or any non-monetary or injunctive relief, including the service of a suit or institution of arbitration proceedings;

4. The definition of **Claim** is amended to include the following:

4. a written request or agreement to toll or waive a statute of limitations relating to a potential **Claim** described above;

5. The definition of **Computer Systems** is deleted in its entirety and replaced with the following:

**Computer Systems** means computers, any software residing on such computers and any associated devices or equipment, including but not limited to wireless or mobile devices, data storage devices, networking equipment, and back up facilities:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer

application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

6. The definition of **Control Group** is deleted in its entirety and replaced with the following:

**Control Group** means any principal, partner, corporate officer, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

7. Parts 2. and 3. of the definition of **Insured** are deleted in their entirety and replaced with the following:

2. any director, officer or trustee of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. An employee (including a part time, temporary, leased or seasonal employee or volunteer), intern or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;

8. The definition of **Media Liability** is amended to include the following:

11. negligence regarding the content of any **Media Material**, including harm caused through any reliance or failure to rely upon such content;

9. Part 2. of the definition of **Subsidiary** is deleted in its entirety and replaced with the following:

2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
  - (i) the revenues of such entity do not exceed 25% of the **Named Insured's** annual revenues; or
  - (ii) if the revenues of such entity exceed 25% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

10. **RETENTIONS** is amended by the addition of:

Notwithstanding the foregoing, the Underwriters will recognize erosion of the Retention applicable to the eCrime insuring agreement by any payments made by or on behalf of the **Insured Organization** pursuant to such commercial crime policy issued to the **Named Insured**, but only if such payments are for **Loss** that would otherwise be covered under the eCrime insuring agreement.

11. **OPTIONAL EXTENSION PERIOD** is deleted in its entirety and replaced with the following:

**OPTIONAL EXTENSION PERIOD**

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 90 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the Optional Extension Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through entity listed for **Administrative Notice** in the Declarations.

12. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

#### **Notice of Claim or Loss**

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable upon knowledge of the **Control Group**, but in no event later than: (i) 90 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations.

With respect to **Breach Response Services**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Control Group**, but in no event later than 90 days after the end of the **Policy Period**. Notice must be provided to the **Breach Response Services Team** listed in the Declarations. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery by the **Control Group** of an **Extortion Threat** but no later than 90 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs, Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery by the **Control Group** of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs, Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the **Named**

**Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable after discovery by the **Control Group**, but in no event later than 90 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

13. **Notice of Circumstance** under **GENERAL CONDITIONS** is amended by the addition of following:

Notwithstanding anything under **Notice of Circumstance** to the contrary, if any law enforcement authority expressly prevents the **Insured** from disclosing to the Underwriters specific information concerning an incident (or reasonably suspected incident) described in paragraphs 1. and 2. of the Data & Network Liability insuring agreement, the notice obligations under **Notice of Circumstance** shall be waived, provided the **Insured**:

1. requests permission to share information regarding such incident or reasonably suspected incident with the Underwriters as soon as practicable after receiving such direction from law enforcement authority and is prevented from doing so;
2. withholds only that portion of information it has been restricted from disclosing to the Underwriters, meaning further that the **Insured** shall notify the Underwriters of an incident or reasonably suspected incident even if any information relating to such notice is unable to be shared with the Underwriters; and
3. the **Insured** provides notice as required under **Notice of Circumstance** as soon as legally possible after law enforcement authority permits.

In all instances, the **Insured** must provide notice no later than one hundred-eighty (180) days after the **Policy Period**, and unless such incident or suspected incident is reported in accordance with the obligations under **Notice of Circumstance**, there shall be no coverage in connection with such incident or suspected incident.

14. **Settlement of Claims** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

#### **Settlement of Claims**

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. seventy percent (70%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus seventy percent

(70%) of any **Damages, Penalties and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

15. **Mergers and Consolidations** under **GENERAL CONDITIONS** is amended by the addition of:

If during the **Policy Period** the **Named Insured** sells any **Subsidiary**, then this Policy will continue to remain in effect with respect to such **Subsidiary** through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to the effective date of such sale. There will be no coverage provided by this Policy for any other **Claim** or **Loss** relating to such **Subsidiary** unless the **Named Insured** provides written notice to the Underwriters prior to such sale.

16. The second paragraph of **Cancellation** under **GENERAL CONDITIONS** is deleted and replaced with the following:

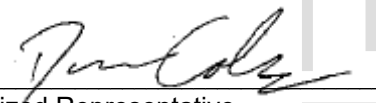
This Policy may be cancelled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 90 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

17. **GENERAL CONDITIONS** is amended to include:

**Territory**

This Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### **CRYPTOJACKING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD \$100,000.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD To Match Elected Retention.
3. **INSURING AGREEMENTS** is amended to include:

#### **Cryptojacking**

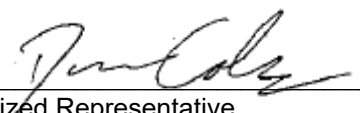
To indemnify the **Insured Organization** for any direct financial loss sustained resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

4. **DEFINITIONS** is amended to include:

**Cryptojacking** means the **Unauthorized Access or Use of Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, or internet (the "**Utilities**"); provided, however, that such additional costs for the **Utilities** are:

1. incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

**Effective date of this Endorsement: 14-Aug-2020**

**This Endorsement is attached to and forms a part of Policy Number:**

**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**GDPR CYBER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data & Network Liability insuring agreement is amended to include:

5. non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):
  - (a) Article 5.1(f), also known as the Security Principle;
  - (b) Article 32, Security of Processing;
  - (c) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
  - (d) Article 34, Communication of a Personal Data Breach to the Data Subject.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### **INVOICE MANIPULATION COVERAGE**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD \$100,000.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD To Match Elected Retention.
3. **INSURING AGREEMENTS** is amended to include:

#### **Invoice Manipulation**

To indemnify the **Insured Organization** for **Direct Net Loss** resulting directly from the **Insured Organization's** inability to collect **Payment** for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of **Invoice Manipulation** that the **Insured** first discovers during the **Policy Period**:

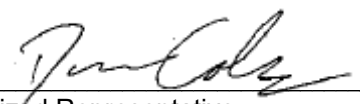
4. **DEFINITIONS** is amended to include:

**Direct Net Loss** means the direct net cost to the **Insured Organization** to provide goods, products or services to a third party. **Direct Net Loss** will not include any profit to the **Insured Organization** as a result of providing such goods, products or services.

**Invoice Manipulation** means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a **Security Breach** or a **Data Breach**.

**Payment** means currency, coins or bank notes in current use and having a face value.

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### **POST BREACH REMEDIAL SERVICES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that, following a covered **Data Breach** or **Security Breach** involving the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**, the **Insured Organization** is eligible to receive **Post Breach Remedial Services**.

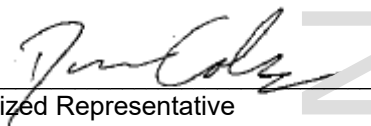
**Post Breach Remedial Services** means up to 100 hours per **Policy Period** of post-breach computer security consultation and remedial services to be provided by Lodestone Security ("Lodestone"). Such services will be provided at the **Insured Organization's** request as per the description of services attached to this endorsement. **Post Breach Remedial Services** will be considered **Breach Response Services**, and will be available in response to incidents in which forensic services and costs covered under parts 2. and 3. of the definition of **Breach Response Services** have been provided, subject to the applicable Retention. **Post Breach Remedial Services** will not include any costs to purchase or upgrade any hardware or software.

To access **Post Breach Remedial Services**, the **Insured Organization** must:

1. notify the Underwriters that they desire to receive such services; and
2. enter into an engagement agreement with Lodestone to receive such services,

within sixty (60) days following a determination of the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### REPUTATION LOSS

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

**Reputation Loss:** USD \$1,000,000

2. Retention listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Each incident giving rise to **Reputation Loss:** USD To Match Elected Retention

3. **INSURING AGREEMENTS** is amended by the addition of:

#### **Reputation Loss**

To indemnify the **Insured Organization** for **Reputation Loss** that the **Insured Organization** sustains solely as a result of an **Adverse Media Event** that occurs during the **Policy Period**, concerning:

1. a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the **Policy Period**; or
2. if this policy is a **Renewal**, a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the last 90 days of the prior policy period.

4. **DEFINITIONS** is amended to include:

#### **Adverse Media Event** means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic, or digital form of previously non-public information specifically concerning a **Data Breach, Security Breach, or Extortion Threat**; or
2. notification of individuals pursuant to part 4. of the **Breach Response Services** definition.

Multiple **Adverse Media Events** arising from the same or a series of related, repeated or continuing **Data Breaches, Security Breaches, or Extortion Threats**, shall be considered a single **Adverse Media Event**, and shall be deemed to occur at the time of the first such **Adverse Media Event**.

**Claims Preparation Costs** means reasonable and necessary costs that the **Named Insured** incurs to contract with a third party to prepare a proof of loss demonstrating **Reputational Loss**.

**Protection Period** means the period beginning on the date the **Adverse Media Event** occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the **Adverse Media Event**.

**Renewal** means an insurance policy issued by the Underwriters to the **Named Insured** for the policy period immediately preceding this **Policy Period** that provides coverage for a **Data Breach**, **Security Breach**, or **Extortion Threat** otherwise covered under this Policy.

**Reputation Loss** means:

1. the net profit or loss before interest and tax that the **Insured Organization** would have earned during the **Protection Period** but for an **Adverse Media Event**; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Protection Period**.

When calculating any **Reputation Loss**, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the **Protection Period**.

**Reputation Loss** will not mean and no coverage will be available under this endorsement for any of the following:

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses of any type;
- (iii) loss incurred as a result of unfavorable business conditions;
- (iv) loss of market or any other consequential loss;
- (v) **Breach Response Services**; or
- (vi) **Cyber Extortion Loss**;

There will be no coverage available under this endorsement if there is an actual interruption of the **Insured Organization's** business operations for any period of time.

5. **Limits of Liability** under **LIMIT OF LIABILITY AND COVERAGE** is amended to include:

**Reputational Loss** and **Claims Preparation Costs** covered under this Policy arising from an **Adverse Media Event** concerning any **Data Breach**, **Security Breach**, or **Extortion Threat** (including a series of related, repeated or continuing **Data Breaches**, **Security Breaches**, or **Extortion Threats**) first discovered during the last 90 days of the prior policy period, will be considered to have been noticed to the Underwriters during the prior policy period and will be subject to the **Policy Aggregate Limit of Liability** of the prior policy period. Under such circumstances, if the **Policy Aggregate Limit of Liability** of the prior policy period is exhausted due to payments made under the prior policy, the Underwriter's obligation to pay **Reputational Loss** or **Claims Preparation Costs** under this Policy shall be completely fulfilled and extinguished.

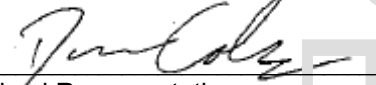
6. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is amended to include:

With respect to **Reputation Loss**, the **Named Insured** must notify the Underwriters through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss.

All **Reputation Loss** must be reported, and all proofs of loss must be provided, to the Underwriters no later than four (4) months after the end of the **Protection Period**.

7. This Policy will cover up to USD 50,000 of **Claims Preparation Costs** in excess of the Retention stated in Section 2. of this endorsement.

All other terms and conditions of this Policy remain unchanged.

  
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Authorized Representative

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Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### VOLUNTARY SHUTDOWN COVERAGE

This endorsement modifies insurance provided under the following:

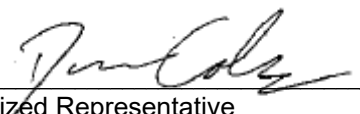
#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Security Breach** is deleted in its entirety and replaced with the following:

**Security Breach** means:

1. A failure of computer security to prevent:
  - (i) **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
  - (ii) a denial of service attack affecting **Computer Systems**;
  - (iii) with respect to coverage under the Liability insuring agreements, a denial of service attack affecting **Computer Systems** that are not owned, operated or controlled by an **Insured**; or
  - (iv) infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**; or
2. Solely with respect to the **Business Interruption Loss** insuring agreement:
  - (i) the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organization**, but only to the extent necessary to limit the **Loss** during an active or on-going **Unauthorized Access or Use of Computer Systems** or infection of **Computer Systems** by malicious code, as covered by 1.(i) or 1.(iv) above.
  - (ii) the intentional shutdown of **Computer Systems** by the **Insured Organization** as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in 1.(i) or 1.(iv) above.

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

#### EMPLOYEE DEVICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

##### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Computer Systems** is amended to include computers, any software residing on such computers and any associated devices or equipment (including but not limited to wireless or mobile devices), operated by any person listed in parts 2., 3. or 4. of the **Insured** definition, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

Effective date of this Endorsement: 14-Aug-2020

This Endorsement is attached to and forms a part of Policy Number:

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

### STATE CONSUMER PRIVACY STATUTES ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BEAZLEY BREACH RESPONSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended to include the following insuring agreement:

#### **State Consumer Privacy Statutes**

To pay **Penalties** and **Claims Expenses** which the **Insured** is legally obligated to pay because of any **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of **Claim** is amended to include institution of a **Regulatory Proceeding** against any **Insured** under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.
3. The **Governmental Actions** exclusion and part 1. of the **Gathering or Distribution of Information** exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.
4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the **Trade Practices and Antitrust** exclusion is deleted in its entirety and replaced with the following:

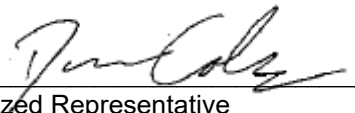
#### **Trade Practices**

any actual or alleged false, deceptive or unfair trade practices or unfair competition; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the **Control Group** participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

#### **Antitrust**

any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act;

All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative

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# BEAZLEY BREACH RESPONSE

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## BEAZLEY BREACH RESPONSE

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Please refer to the Declarations, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

### INSURING AGREEMENTS

#### Breach Response

To provide **Breach Response Services** to the **Insured Organization** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

#### First Party Loss

To indemnify the **Insured Organization** for:

##### *Business Interruption Loss*

**Business Interruption Loss** that the **Insured Organization** sustains as a result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

##### *Dependent Business Interruption Loss*

**Dependent Business Loss** that the **Insured Organization** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

##### *Cyber Extortion Loss*

**Cyber Extortion Loss** that the **Insured Organization** incurs as a result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

##### *Data Recovery Costs*

**Data Recovery Costs** that the **Insured Organization** incurs as a direct result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

## Liability

### *Data & Network Liability*

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Insured Organization's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
  - (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Personally Identifiable Information**;
  - (b) requires the **Insured Organization** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
  - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

### *Regulatory Defense & Penalties*

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or a **Security Breach**.

### *Payment Card Liabilities & Costs*

To indemnify the **Insured Organization** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Insured** during the **Policy Period**.

### *Media Liability*

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Media Liability**.

## eCrime

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;

2. **Funds Transfer Fraud**; or
3. **Telephone Fraud**;

that the **Insured** first discovers during the **Policy Period**.

### **Criminal Reward**

To indemnify the **Insured Organization** for **Criminal Reward Funds**.

## **DEFINITIONS**

**Additional Insured** means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

**Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

**Breach Response Services** means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Insured Organization** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach** exceeding the **Notified Individuals Threshold**;
5. to provide a call center to respond to inquiries about a **Data Breach** that exceeds the **Notified Individuals Threshold**;
6. to provide a credit monitoring, identity monitoring or other solution listed in the Information Packet to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach** exceeding the **Notified Individuals Threshold**; and

7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

**Breach Response Services** will be provided by providers listed in the Information Packet, will be subject to the terms and conditions of this Policy and the Information Packet, and will not include any internal salary or overhead expenses of the **Insured Organization**. **Breach Response Services** also includes assistance from the BBR Services Team and access to **Education and Loss Prevention Tools**.

**Business Interruption Loss** means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

**Business Interruption Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

**Claim** means:

1. a written demand received by any **Insured** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

**Claims Expenses** means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Underwriters will have no obligation to appeal or to obtain bonds.

**Claims Expenses** will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

**Computer Systems** means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

**Continuity Date** means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

**Control Group** means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

**Criminal Reward Funds** means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

**Cyber Extortion Loss** means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization** with the Underwriters' prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters' prior written consent to prevent or respond to an **Extortion Threat**.

**Damages** means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;

5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

**Data** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

**Data Breach** means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is liable.

**Data Recovery Costs** means the reasonable and necessary costs incurred by the **Insured Organization** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Insured Organization** to reach this determination.

**Data Recovery Costs** will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **Cyber Extortion Loss**.

**Dependent Business** means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

**Dependent Business Loss** means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organization's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

**Dependent Business Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

**Dependent Security Breach** means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

**Dependent System Failure** means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

**Dependent System Failure** will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

**Digital Currency** means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

**Education and Loss Prevention Tools** means information and services made available by the Underwriters from time to time and includes access to [beazleybreacholutions.com](http://beazleybreacholutions.com), a dedicated portal through which **Insureds** can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. **Insureds** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

**Extortion Payment** means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

**Extortion Threat** means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

**Extra Expense** means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

**Financial Institution** means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

**Forensic Expenses** means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

**Fraudulent Instruction** means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

**Fraudulent Instruction** will not include loss arising out of:

1. fraudulent instructions received by the **Insured** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
3. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
4. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
6. any liability to any third party, or any indirect or consequential loss of any kind;
7. any legal costs or legal expenses; or
8. proving or establishing the existence of **Fraudulent Instruction**.

**Funds Transfer Fraud** means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

**Funds Transfer Fraud** will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;

6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

**Income Loss** means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

**Individual Contractor** means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

**Insured** means:

1. the **Insured Organization**;
2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and

8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

**Insured Organization** means the **Named Insured** and any **Subsidiaries**.

**Loss** means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

**Media Liability** means one or more of the following acts committed by, or on behalf of, the **Insured Organization** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

**Media Material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

**Merchant Services Agreement** means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

**Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

**Named Insured** means the Named Insured listed in the Declarations.

**Notified Individuals Threshold** means the number of individual persons listed in the Declarations.

**PCI Fines, Expenses and Costs** means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

**Penalties** means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

**Period of Restoration** means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

**Personally Identifiable Information** means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

**Policy Period** means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

**Privacy Policy** means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

**Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

**Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

**Security Breach** means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

**Subsidiary** means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
  - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
  - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

**System Failure** means an unintentional and unplanned interruption of **Computer Systems**.

**System Failure** will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

**Telephone Fraud** means the act of a third party gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner.

**Third Party Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

**Transfer Account** means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money** or **Securities**.

**Unauthorized Access or Use** means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

**Unauthorized Disclosure** means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

**Waiting Period** means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

## EXCLUSIONS

The coverage under this Policy will not apply to any **Loss** arising out of:

### **Bodily Injury or Property Damage**

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

### **Trade Practices and Antitrust**

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

### **Gathering or Distribution of Information**

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

#### **Prior Known Acts & Prior Noticed Claims**

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

#### **Racketeering, Benefit Plans, Employment Liability & Discrimination**

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

#### **Sale or Ownership of Securities & Violation of Securities Laws**

- 1 the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
- 2 an actual or alleged violation of a securities law or regulation;

#### **Criminal, Intentional or Fraudulent Acts**

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or

2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

#### Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organization**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

#### Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

#### Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

#### Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

## Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

## First Party Loss

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat**;
3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Insured Organization's** direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

## LIMIT OF LIABILITY AND COVERAGE

### Limits of Liability

The Policy Aggregate Limit of Liability listed in the Declarations (the “**Policy Aggregate Limit of Liability**”) is the Underwriters’ combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Policy.

The limit of liability payable under each insuring agreement will be an amount equal to the **Policy Aggregate Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Declarations.

The Underwriters will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

### Breach Response Limits

Coverage for **Breach Response Services** under this Policy is in addition to the **Policy Aggregate Limit of Liability**.

The Notified Individuals limit listed in the Declarations is the maximum total number of individuals to whom notification, call center and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide **Breach Response Services**.

The Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations is the aggregate limit of coverage for all services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**.

Except as provided in the Additional Breach Response Limits clause below, the Underwriters will not be obligated to provide any **Breach Response Services** after the number of individuals to whom services are provided under part 4. of the definition of **Breach Response Services** reaches the Notified Individuals limit listed in the Declarations. If the total number of individuals to be notified under the Policy exceeds the Notified Individuals limit listed in the Declarations, the **Insured** will be responsible for notifying and providing call center services and credit or identity monitoring services to such additional individuals in accordance with the processes described in the Information Packet.

### Additional Breach Response Limits

Notwithstanding the foregoing, if:

1. the total number of individuals to whom services described in parts 4., 5. and 6. of the definition of **Breach Response Services** are provided exceeds the amount listed in Notified Individuals limit listed in the Declarations; or

2. the dollar amount of the services described in parts 1., 2., 3. and 7. of the definition of **Breach Response Services** provided to the **Insured Organization** exceeds the Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations;

this Policy will cover the costs, fees and expenses incurred to provide such **Breach Response Services** up to an amount equal to the **Policy Aggregate Limit of Liability** (the "**Additional Breach Response Limit**").

The **Additional Breach Response Limit** is part of, and not in addition to, the **Policy Aggregate Limit of Liability** and will be reduced and may be exhausted by payments under either limit. Upon exhaustion of the **Additional Breach Response Limit**, there will be no further coverage under this Policy for any costs, fees or expenses covered thereunder.

## RETENTIONS

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Retention for **Breach Response Services** listed in the Declarations applies separately to each incident, event or related incidents or events, giving rise to legal, forensic and public relations/crisis management services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**. The Retention will be satisfied by monetary payments by the **Named Insured** for such services and costs.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

## OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the Optional Extension Period for any reason prior to its natural expiration, the

Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through entity listed for Administrative Notice in the Declarations.

## GENERAL CONDITIONS

### Notice of Claim or Loss

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to **Breach Response Services**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided to the **Breach Response Services Team** listed in the Declarations. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the **Named Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

### Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Insured** may give written notice of such circumstance to the Underwriters through the

contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

### Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters and will be selected from one of the firms listed in the Information Packet.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any **Claim**, subject to a maximum of \$2,000 per day and \$100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

### Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus sixty percent (60%) of any **Damages, Penalties and PCI Fines, Expenses and Costs above the** amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

### Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

### Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

### Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy.

### Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

### Change of Law, Unavailability of Breach Response Services

If there is a change of law, regulation or enforcement that prevents the Underwriters or its providers from providing all or part of the **Breach Response Services**, or if a provider is unable to or does not provide **Breach Response Services**, the Underwriters will make reasonable

efforts to procure similar services from other sources. In such event, the maximum the Underwriters will pay for the costs of procuring and providing all **Breach Response Services**, including substitute products and services, will be no more than USD 10,000,000 in the aggregate for the **Policy Period**, which amount will be in addition to the **Policy Aggregate Limit of Liability**. If it is not reasonably possible for the Underwriters to procure substitute products or services, the Underwriters will not be obligated to provide such services.

### Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

### Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

### Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

### Cancellation

This Policy may be canceled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be canceled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

### Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

## Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

## Representation by the Insured

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

## Named Insured as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

## COUNCIL ACTION FORM

## Contract with Johnson County - DTI

Meeting Date: October 8, 2020

Staff Contact: Greg O'Halloran, Chief of Police

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**Agenda Item:** Authorize the Mayor to sign the contract with the Johnson County government DTI to provide the Westwood Police Department with 24/7 Information Technology support services.

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### Background / Description of Item:

- The police department has several IT functions that it completes on daily, weekly, monthly or yearly basis. Many of these procedures are regulated by industry best practices, the law, FBI and KBI.
- Police Department IT services are required to function 24 hours a day, 7 days a week and therefore it is best to have support that mirrors those times of operation.
- This is an annual renewal and provided for in the 2021 budget process
- Several small municipalities utilize Johnson County DTI to provide IT services.
- The cost is projected to be \$11,008. However, the actual fee for the Check Point License (a security function) is still in flux so that may change slightly
- Additionally, there is a new requirement in the contract this year that we cover Cyber Liability Insurance which will cover the all the City of Westwood at an additional \$1,250 a year. For this to take affect the agreement has to be signed and payment made by
- The contract allows for billing charges to be modified in the event of a significant change in the number of devices (a change of approx. 25% increase/decrease).
- Contract was reviewed by the City Attorney and the Insurance Provider

### Staff Recommendation:

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).

### *Suggested Motion:*

*I move 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.*

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

THIS RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT (“Renewal”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Westwood, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the City and the County entered in that certain Information Technology Services Agreement dated January 28, 2016, regarding the provision of information technology services for the Westwood Police Department, which was subsequently renewed (the original agreement and subsequent renewal thereto are together referred to as the “Agreement”); and

WHEREAS, the City and the County desire to renew and amend the Agreement.

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

1. Renewal. The City and the County hereby agree that the Agreement shall be, and hereby is, renewed for an additional term from January 1, 2021 through December 31, 2021 (“Renewal Term”).

2. Services. During the Renewal Term, the County agrees to provide the services set forth in Exhibit A, attached hereto and incorporated herein by reference, and the Westwood Police Department agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. The prices stated in Exhibit A are based on 13 supported employees (9 Full-time and 4 Part-time), as stated therein. If the number of supported employees increases above 16 (or decreases below 7) the cost of this Agreement will be adjusted for the remainder of the contract period (pro-rated at the rate of \$900 per employee per year plus the cost of licenses, as appropriate). These rates are valid for the Renewal Term and are valid only if the City obtains and maintains a highspeed data connection of at least 10mb between the City’s facility and any County facility on its highspeed network. The County reserves the right to raise these rates if the City fails to obtain and maintain high speed connectivity. The City agrees to pay the costs set forth in Exhibit A on a quarterly basis commencing upon execution of this Renewal. The City agrees to adhere to the County security policies, procedures, and processes, including to allow scanning of any devices attached to the Johnson County network. This also includes software patching and updates that are usually free (ex: Microsoft/Adobe) and necessary to appropriately maintain devices. It does not include version upgrades to the Microsoft Operating System, which are periodically necessary and may require additional support hours. Software Management, including the purchase and maintenance of software licenses and license installation keys, is the responsibility of the City.

3. Additional Services. The parties agree that during the Renewal Term, if the Westwood Police Department requests additional professional services that are not included in the services set forth in Exhibit A, then the County's hourly rates for such services shall be as follows:

Tier 1 Support per hour	\$44.00	Support Center
Tier 2 Support per hour	\$63.00	Systems, Phone, Network, Applications
Consulting per hour	\$75.00	Security, Project Management
DBA Support per hour	\$85.00	Data Administration

4. Agreement Effective. Except as expressly modified by this Renewal, the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

5. The City shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents free from any and all claims, losses, penalties, damages, settlements, costs charges, professional fees, or other expenses or liabilities of every kind and character arising from or in any way related to the negligent or intentional act, error or omission of the City, its officers, employees or agents, in performing under, arising from, or related to this Agreement.

6. The County is not responsible for providing insurance or self-insurance for the benefit of the City. For this reason, it is recommended that the City shall, at all time during the term of this Agreement and for not less than three (3) years after the expiration or termination thereof, maintain Data Privacy & Security (Cyber) insurance, with limits not less than \$1,000,000 per claim and aggregate, underwritten by an insurance company authorized to write insurance in the state of Kansas. City shall furnish a Certificate of Insurance to the County at the time of execution of this Agreement and within five (5) days of the date of renewal of this insurance. Certificate Holder shall be, Board of County Commissioners, Johnson County, Kansas, c/o Risk Manager, 111 S. Cherry Street, Suite 2400, Olathe, KS 66061. If City does not carry the above referenced Cyber insurance, City shall be responsible for the cost of and hold County harmless for any resulting damages and costs arising from any data breach incident or claim that would otherwise be covered by Cyber insurance

7. The County expressly disclaims any express or implied warranties, representations or endorsements regarding any data, information, services or products provided in connection with, included in, or regarding this Agreement. No advice or information given by County officers, employees, agents or contractors shall create a warranty.

8. All County employees providing services on behalf of the County under this Agreement shall remain employees of the County for all purposes and shall not be deemed employees of the City under any circumstances. Similarly, all employees of the City coordinating with or providing any assistance to the County in the performance of services under this Agreement shall remain employees of the City for all purposes and shall not be deemed employees of the County under any circumstances.

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

CITY OF WESTWOOD, KANSAS

By \_\_\_\_\_  
David E. Waters, Mayor

Date \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

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

Date \_\_\_\_\_

## **EXHIBIT A – SERVICES**

# Full Time Users:	9	<b>Westwood Police Department</b> <b>Description of Services</b>	
# Part Time Users (<4 hrs):	4		
# of Devices:	12		
# of Servers:	2		
<b>Systems</b>	Server support - Remote monitoring, Server Operating System support, server backups, server patching and print management. Email Support with spam filtering as provided. Active Directory support and maintenance.		\$3,824.00
<b>Application Support</b>	DTI will interface with the Jayhawker and Midas support to assist with problem resolution and/or application upgrades. Other application assistance available at the hourly rate listed above.		(included above)
<b>Data Management</b>	DTI will provide regular monitoring of the Jayhawker and Midas database backups and identify problems as they occur. DTI will work with Jayhawker and Midas support to assist with problem resolution. Additional DTI Data Management assistance is available at the hourly rate listed above.		(included above)
<b>Network</b>	Network monitoring - Includes all network systems, core appliances and switches. Network administration and support - review event logs and implementation of manufacturer-recommended firmware updates for routers and switches. Identify and recommend network hardware replacements, assisting with the installation as needed. Internet Connection.		\$2,053.00
<b>Security</b>	Firewall and VPN Management - Monitor, maintain and support the clients firewall and current VPN system. Provide firewall security reviews upon request, limit 1 annually, to address best practices in controls. Network Security Monitoring and Intrusion-Prevention Services – Monitor internal and external network traffic to identify malicious activity and block and/or report on activity dynamically based upon County security best practices. Anti-Virus and Threat Management - Monitor, maintain and support the client's anti-virus to ensure AV signatures are current and active across all devices.		\$2,053.00
	Internet filtering per County best practices		
<b>Support Center – Help Desk</b>	Provides a single point of contact, by phone or email, to report and record incidents and to facilitate the restoration of county standard devices and normal IT operational services. The Support Center provides Tier 1 remote desktop support as requested M-F, 7:30-5:00 (excluding holidays) and provides on-call support after normal business hours for emergency outages (escalated to Tier 2 support).		\$1,758.00
<b>Sub-total Support Services</b>			\$9,688.00
<b>Software**</b>	Check Point Licenses - 12 @ \$25 and 2 @ \$4		\$308.00
	Lansweeper License - 12 @ \$1		\$12.00
<b>Hardware</b>	Servers (VM): Domain Controller & File/Print - \$500 ea per yr		\$1,000.00
<b>Total Managed Services</b>			\$11,008.00

\* Standard Support: Monday-Friday 7:30a-5pm; Emergency on-call phone support available as-needed

\*\*City is responsible for software management including the purchase and maintenance of software licenses & license installation  
keys not identified above. DTI will not install or transfer unsupported or unlicensed software.

## **Westwood Public Works Monthly Report**

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, SEPTEMBER 2020**  
**DATE: OCTOBER 6, 2020**

Some of the activities for Public Works in September 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:  
STP 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 are performing code violation related cleanup at 4810 Booth as required.
18. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
19. Mitch is attending monthly Safety Committee Meetings.

20. I attended various trainings on the new accounting system.
21. I attended and coordinated along with Leslie the RFP Process for the 2022 Project.
22. Met with Bidders for fence project, 5050 Rainbow.
23. Met with Uhl Engineering to discuss 2021 projects.
24. Met with Bidders for RTU system replacement.
25. We repaired the flagpole bases at City Hall.
26. We swept streets.
27. We set up the message trailer to take speeds and count traffic on Belinder.
28. We replaced the air handler filters at City Hall.
29. We repaired the stone wall at Walmart.
30. We tuck pointed ADA bricks at various locations.
31. We installed the water hydrant at 5050 Rainbow.
32. We installed landscape timbers at Walmart around the city trees.
33. We replaced a streetlight head at W. 49<sup>th</sup> Terrace and Belinder Avenue.

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

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: October 8, 2020  
Re: Monthly Status Report

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- 2019 (formerly 2018) Street and Storm water Improvement Projects: I will be meeting with the General Contractor on the Punchlist Items.
- W. 47<sup>th</sup> Street Project: We received four proposals and conducted interviews. The Selection Committee, comprised of myself, Leslie Herring, Laura Steele, Donnie Scharff and Devin Tiebout, selected GBA as the consultant. If confirmed by the City Council we will be meeting with KDOT to determine final scope and negotiate a contract.
- Stone Wall Veneer, 4800 Building: We received a note back from the property owners. They have made some demands. The issue will be discussed in executive session.
- Storm Water Infrastructure Survey: I have received the data and will be reviewing in preparation to send in a request to SMAC for reimbursement funds.
- KU Crosswalk: This project should be complete this week.
- Paint Only Project on W. 47<sup>th</sup> Street: The traffic signal equipment has not arrived yet. The project is stalled until the equipment has arrived.
- 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 October 8<sup>th</sup> Council meeting.
- 5050 Rainbow Demolition Plan: I have a bid recommendation for the fence install to be considered at the October 8<sup>th</sup> Council Meeting. The yard hydrant has been installed. The driveway removals will be considered at the Council Meeting.

- HVAC Replacement, City Hall: A bid will be recommended for acceptance at the Council Meeting.

**COUNCIL ACTION FORM**

Meeting Date: October 8, 2020

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider accepting quote of Guier Fence Co. for installation of a fence at 5050 Rainbow Blvd.

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**Background / Description of Item:**

With the demolition of the church at 5050 Rainbow Blvd. and the space converted to be used as green space for the park it has been determined that a fence should be installed in an effort to keep children from entering Rainbow Blvd. and to keep play equipment from entering the roadway as well.

Bid from four (4) vendors were solicited with two (2) received back.

**Staff Recommendation:**

Staff recommends awarding the bid of \$14,060.00 to Guier Fence Co. Staff recommends authorizing the Mayor to sign the contract for services related to the fence installation as bid at the 5050 Rainbow Blvd. property.

**Suggested Motion:**

*I move 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.*



**Guier Fence Co.**  
2501B NW Jefferson St.  
Blue Springs, MO 64015-7262  
(816) 229-2047 Fax (816) 229-7483  
[www.guierfence.com](http://www.guierfence.com)  
E-Mail: [mneely@guierfence.com](mailto:mneely@guierfence.com)

## **PROJECT QUOTATION**

**Date: September 17, 2020**

Company: **City of Westwood**  
Project Name: **Lot Security Fence & Gate**  
Project Address: **5050 Rainbow Blvd. Westwood Ks. 66205**  
Attn: **John Sullivan**  
Phone: 913-432-1550  
Fax: 913-432-1997

Cell:  
E-mail: [john.sullivan@westwoodks.org](mailto:john.sullivan@westwoodks.org)

Thank you for the opportunity to bid on your project.

*Guier Fence Co.* proposes to furnish standard labor and materials for the above referenced projects according to the specifications below:

Furnish and install 524 lineal feet of 4' tall poly vinyl coated black chain-link fence including 1 each 12' X 4' tall manually operated double drive gate and hardware. The fence will be constructed with a 9-gauge steel core wire with an 8-gauge finish class 2B fuse bonded poly vinyl coated black finish chain-link fabric with knuckled top and bottom selvages and installed with 2" OD CS-40 poly vinyl coated black pipe line posts set 10' on centers and 2 1/2" OD CS-40 poly vinyl coated black pipe terminal posts with a 1 5/8" OD CS-40 poly vinyl coated black pipe top rail and a 6-gauge poly vinyl coated black bottom tension wire. The tie wires and hog rings will be an 11-gauge aluminum core with a 9-gauge poly vinyl coated black finish. The drive gate will be constructed with 2" OD CS-40 galvanized steel pipe all welded construction then primed and painted black to match the fence and installed with 3" OD CS-40 poly vinyl coated black pipe posts with Cox industrial hinges primed and painted black and a powder coated black Pioneer double drive gate latch to secure the gates closed. The Fence posts will be set in 9" X 36" excavated in soil footings. The gate posts will be set in 12" X 36" excavated in soil footings. All fence and gate posts will be set in 3000# concrete.

**\*\* Cost to furnish and install the fence & gate: \$ 14,060.00 – Taxes not included \*\***

### **\*\* Note \*\***

Permits or bonds are not included in this quote if applicable to the fence project.

Prevailing or union scale wages do not apply to this quote if applicable.

Quote is based on soil conditions that can be excavated with a power auger. If rock excavation is required it will be provided at a rate of \$ 70.00 per hole.

Guier Fence Company has been in business since 1979 and uses only profession installation crews and prime materials. Guier Fence Company Co. is bonded and fully insured, with a certificate of insurance available upon request. WBE & MODOT DBE Certified, Kansas DBE & WBE Certified.

Acceptance Signature ☒ \_\_\_\_\_

Respectfully submitted,

Mike Neely

Guier Fence Company

Commercial Account Manager

Mobile: 816-564-6794

Email: [mneely@guierfence.com](mailto:mneely@guierfence.com)



This bid is not binding on Guier Fence Co. until a signed original copy of this bid is submitted to Guier Fence Co. The prices and terms herein are guaranteed for a period of 30 days from the date of acceptance of the bid. After 30 days, prices are subject to increase without notice due to fluctuations in market pricing. Pricing will be increased at the sole discretion of Guier Fence Co. Materials may be ordered and paid in full to avoid a price increase. Guier Fence Co. must be paid upon delivery and placed at a secure storage area of your choice to await installation. Guier Fence Co. is not responsible for material damage or loss, not caused by Guier Fence Co., purchased in advance of the installation of your project. Failure to pay invoice within 30 days of job completion, will result in a 1.5% (18% per annum) interest charge, or the maximum interest allowed on the remaining balance applied by law. Purchaser hereby agrees to reimburse Guier Fence Co. for any attempt to collect a debt from purchaser regarding this job, including but not limited to fees paid to debt collector and/or attorney's fees. Guier Fence Co. is not responsible for repairs or replacement of any privately-owned utilities or lines. If you have any questions or concerns, please do not hesitate to contact the undersigned representative of Guier Fence Co. Again, we appreciate the opportunity to bid on your project, and look forward to doing business with you in the future.

## **COUNCIL ACTION FORM**

Meeting Date: October 8, 2020

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider accepting estimate of Golconda Group, LLC for concrete repairs at five separate locations.

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### **Background / Description of Item:**

There are five separate locations which need concrete repairs.

1 & 2. Replacement of handicap ramps and the curb surrounding them at W. 47<sup>th</sup> Street and Belinder Court and at W. 47<sup>th</sup> Street and Rainbow Blvd.

3. The sidewalk at the park at W. 47<sup>th</sup> Terrace and Belinder Avenue has raised due to a tree root and is currently a trip hazard so it will need to be removed and replaced.

4 & 5. The old driveway approaches at the 5050 Rainbow Blvd. location need to be removed with the driveway on W. 51<sup>st</sup> Street to be narrowed significantly. We also need to install a drainage swale near the driveway.

### **Staff Recommendation:**

The recommendation is to authorize the Mayor to enter into an agreement with Golconda Group, LLC for an amount not to exceed \$25,930.00 as included in the attached estimate.

### ***Suggested Motion:***

*I move 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.*



Golconda Group LLC

6878 Martindale Rd.  
Shawnee, KS 66218

# Estimate

Date	Estimate #
9/30/2020	2699

Name / Address
Westwood Public Works John Sullivan 2545 W 47th Ave Westwood, KS 66205

Project Location
Miscellaneous Concrete Work

P.O. No.	Terms	Project
2699	Net 30	#2699 Westwood Misc Con...

Item	Description			Total
04 Concrete	Furnish labor, equipment, material and traffic control to complete miscellaneous concrete repairs/replacement and additions at five (5) locations per paint and on site discussion. Note: Assumes that all work will be completed during single mobilization.	1	25,930.00	25,930.00
	Notes and Exclusions: - Owner to supply water and electricity. - Bid does not include prevailing wage costs. - Bid does not include cold weather work costs. If work commences after November 1st, additional costs may apply. - Bid does not include repair, moving or replacing utilities, or other unforeseen conditions, to complete scope of work above. - Bid does not include permits, bonds or design fee's. - Proposal assumes that existing pavement is within allowable sidewalk tolerances, 2 percent cross & 5% percent run, and will not have to removed or replaced. - Proposal includes barriers and traffic control. - Proposal includes all mobilization and daily clean-up costs.			

Please review and contact me with any questions or concerns. Thanks!	<b>Applicable Tax Included ...</b>	\$0.00
Signature _____	<b>Total</b>	\$25,930.00

Phone #
9135794795

E-mail
benross@thegolcondagroup.com

## **COUNCIL ACTION FORM**

Meeting Date: October 8, 2020

Staff Contact: John Sullivan, Public Works Director

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**Agenda Item:** Confirm the selection committee's recommendation of GBA as the Design Consultant for the 2022 W. 47<sup>th</sup> Street/Avenue Complete Streets Project

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### **Background / Description of Item:**

The City of Westwood has been awarded a Surface Transportation Program funding grant in the amount of \$1,047,000.00 for a "Complete Street Concept" on the W. 47<sup>th</sup> St./W. 47<sup>th</sup> Ave. corridor. This corridor is the City and County Line between Johnson County/Westwood and Wyandotte County/Kansas City, Ks i.e. the Unified Government. This project will be coordinated through KDOT and therefore requires the plans and specifications meet their criteria. The City has done a quality-based selection process following KDOT guidelines. We formed a committee comprised of three (3) individuals representing the City of Westwood, one (1) individual from the Unified Government and one (1) individual from the City of Roeland Park. We invited 13 different consulting firms to respond to our request for proposals (RFP) and received four proposals. The selection committee interviewed all four consultants and scored them based on the submitted proposals as well as the interview. The scores were then tallied from each committee member and averaged together to create the final score. George Butler Associates, Inc. (GBA) received the highest score and is therefore the committee's recommendation.

### **Staff Recommendation:**

Staff recommends confirmation of the selection committee's choice of George Butler Associates, Inc. and authorize the staff, City Attorney and Mayor to develop an agreement for services for this project based on the outcome from the kickoff meeting with KDOT to be scheduled the week of October 19<sup>th</sup>. Upon successful development of an agreement for services staff requests the Governing Body to authorize the Mayor to formally enter into the agreement.

### **Suggested Motion:**

*I move to authorize the Mayor to enter into an agreement with George Butler Associates, Inc. for design-engineering services for the 47<sup>th</sup> St. Complete Streets project for services as outlined in their proposal dated September 15, 2020.*



## Selection Committee Report

Project Number: 046 N-0697-01  
City/County: Westwood/Johnson

### Name of Consulting Firm

Criteria	Weight amt. (100 pts max)	BHC Rhodes	CFS	GBA	Trek	
Ability to perform the desired services within the time prescribed	10	9	8.60	8.80	9.60	
Previous Experience with Complete Streets Design	25	23.20	20.40	24.40	22	
Qualifications of firm and project team members	10	9.80	8.80	9	8.60	
Previous experience with similar work and knowledge of <u>KDOT</u> project procedures	20	18.40	10.60	19.60	16.80	
Commitment of resources that could limit performance (ex.staff, equipment)	10	9.60	7.60	9.80	8.20	
Firm's familiarity with project area	10	8.60	9.60	8.40	9.80	
Responsiveness to submission requirements	15	12.60	12.40	14.20	12.80	
	Totals	91.20	78	94.20	87.80	
	Ranking	2	4	1	3	



## REQUEST FOR PROPOSALS

### CITY OF WESTWOOD, KANSAS

#### PROFESSIONAL DESIGN AND ENGINEERING SERVICES

#### KDOT PROJECT NUMBER 046 N-0697-01

#### W. 47<sup>TH</sup> STREET/AVENUE COMPLETE STREET

**Sealed Requests for Proposals, plainly marked “Professional Design and Engineering Services for W. 47<sup>th</sup> Street/Avenue Complete Street Project No. 046 N-0697-01” on the outside of the mailing envelope, addressed to Leslie Herring, City Clerk, [leslie.herring@westwoodks.org](mailto:leslie.herring@westwoodks.org), City of Westwood, 4700 Rainbow Boulevard, Westwood, Ks 66205 will be accepted until 2:00 p.m. on September 15, 2020.**

**Background:** The City of Westwood, in cooperation with the Unified Government and the City of Roeland Park, is requesting proposals from qualified firms for Preliminary Engineering of the following project:

The implementation of a Complete Street Action Plan for the 47<sup>th</sup> Street/Avenue corridor from Rainbow Blvd to just west of Mission Road, that was built upon two separate master planning processes completed by the City of Westwood, Kansas, with the “[47<sup>th</sup> Street Complete Street Plan](#)” and the Unified Government of Kansas City, Kansas and Wyandotte County with the “[Rosedale Master Plan](#)”. The final project concept plan is based on a completed Planning Sustainable Places (PSP) project which is the “47<sup>th</sup> Street Complete Street Plan”. The project proposes a new street design and layout of the corridor by utilizing the principles of complete streets. The plan emphasizes sustainable green street practices while balancing the needs and desires of a mix of users (vehicular, transit, pedestrian, and bicycle lanes), and identifies capital and utility improvements in the project area. The recommendations and findings of the 47<sup>th</sup> Street Complete Street Plan and Rosedale Master Plan specifically include the following elements that should be evaluated for inclusion in the final design documents:

- Complete a “road diet” on 47th Street, reconfiguring from a four-lane section to a three-lane section.
- Reallocate new space within curb lanes to buffered bike lanes.
- Provide a dedicated space for cyclists, reduce the crossing distance for pedestrians, and improve the turn radius for trucks by maintaining bike lanes through the 47th Street / Mission intersection with no dedicated right turn lane from westbound 47th Street to northbound Mission Road.
- Enhance the 47th Street / Belinder Road crossing with four-way continental striping, signage demonstrated to encourage driver compliance, turn queue boxes for bikes, and a pedestrian refuge on the west side.
- Add a mid-block crossing near Walmart with a pedestrian refuge island that maintains all turn movements, and move the existing bus stop east of the Walmart driveway.
- Incorporate shared bus/bike zones for existing bus stops.
- Design pedestrian crossing improvements at 47th Avenue and Fisher Street/Belinder Road to include overhead mounted pedestrian actuated warning beacons.

- Although not specifically identified within the recommendations of the Plan, special consideration should also be given to accommodating maintenance vehicles and public employees and utilities workers when maintenance on adjacent properties or within the right-of-way must be performed.

The City of Westwood, in cooperation with the Unified Government and the City of Roeland Park are implementing a “Road Diet” by means of a restriping project that works within existing curb lines. This project is scheduled for August – September 2020. The restriping project will provide an opportunity to test design options, gather community feedback, and identify areas for improvement before making more permanent and expensive infrastructure changes in the corridor. The project includes the reconfiguration from four to three lanes, as well as strategic improvements to street crossings in two locations, with enhanced signage and pedestrian refuge islands. The reallocated new space within the curb lanes is providing buffered bike lanes. Bike lanes were identified among the top priorities at both the public open house and online survey. The design scenarios for 47th Street that incorporated bike lanes were also preferred by a large margin.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets, including:

- Latest edition of American Association of State Highway Transportation Officials
- The United State Department of Transportation Federal Highway Administration’s Manual of Uniform Traffic Design Controls
- National Association of City Transportation Officials Design Guides
- Small City and Rural Design Guide, Federal Highway Administration
- United States Access Board Guidelines and Standards
- Public Rights of Way Access Guidelines
- Americans with Disabilities Standards for Accessible Design
- Urban Street Stormwater Guide

In addition to the implementation of the complete street concept, public improvements to the public sidewalks, curb and gutter, driveway approaches, pedestrian refuge islands, ADA accessible street corners, full depth concrete approach lanes, traffic signal modifications, asphalt mill and overlay, full depth asphalt patches as required, street signage as required, street lighting, stormwater mitigation related to water quality and thermoplastic pavement markings.

**Conditions of Plan Development:** Prepare detailed design plans and construction drawings in conformity with the state and federal design criteria appropriate for the Project. This project is being funded in part by the “Surface Transportation Program” which are federal funds. The Kansas Department of Transportation is involved in this project by virtue of having been the recipient of the federal funds for distribution through this program. KDOT will let the project and administer the Construction Engineering Phase. Construction Engineer will be selected through a separate process.

#### **Scope of Work:**

Consultant will perform the following Engineering Services:

#### **Task 1: Kick-off Meeting/Pre-Design Field Check (Must be completed by/before October 25, 2020)**

The cities, Consultant, KDOT and additional stakeholders as identified and agreed upon by the cities shall hold a project kick-off meeting to review the project scope; project requirements; roles and

responsibilities of project partners; public meeting agenda and proposed technique for public involvement proposed for the project; and any other information which would assist in project completion. The Consultant shall prepare the agenda and distribute to all project partners a meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to City's approval of the proposed approach as outlined in the meeting summary. One (1) meeting at 2- hours per meeting should be included in the proposal for Task 1.

**Task 2: Gather/Assimilate City Supplied Information and Additional Data**

The Consultant will review the current information on file and work closely with City Staff to incorporate specific project and design elements into the final plan. The consultant shall collect readily-available traffic and pedestrian volume data. Some limited traffic data collection may need to be collected to determine signal design and street geometry. The consultant will make field inspections to verify existing conditions. Consultant shall make the necessary field surveys to determine horizontal and vertical alignment for the proposed project.

**Task 3: Public Engagement Event/Campaign to Collect, Evaluate, and Integrate Feedback on 2020 Road Diet Demonstration Project (Must be completed by/before March 22, 2021)**

The Consultant will develop public engagement materials and execute public engagement event/campaign. Consultant will then report back to the cities and stakeholders the findings and preferences of the public to the 2020 demonstrated road diet concepts and make recommendations to the cities and stakeholders regarding final design elements to incorporate into construction drawings.

**Task 4: Concept Development (Must be completed by/before April 28, 2021)**

The Consultant will develop a conceptual design plan which shall provide illustrative plans, views, and elevations to adequately describe the character and layout of all components of the proposal, as well as basic information about traffic/pedestrian operations. Construction estimates should be provided within Task 4.

**Task 5: Concept Design Plan Presentation & Approval (Must be completed by/before June 25, 2021)**

The Consultant will be required to attend one (1) meeting to present the Concept Design Plans to the cities and stakeholders detailing the design elements. The Consultant should be prepared to respond to, and incorporate comments, on the preferred design plan from the City Staff and City Council. One (1) meeting at 1 hour per meeting should be included in the proposal for Task 5.

**Task 6: Design Development and Submittal (KDOT Office Check Plans and estimate to BLP must be completed by/before August 30, 2021, 100% plans; Final Check Plans and Estimate must be completed by/before November 30, 2021. This project is scheduled for letting on March 21, 2022.)**

The Consultant will be required to develop and submit the design and construction documents to KDOT following the KDOT's typical project schedule items, steps, criteria, and conditions set out by KDOT. and listed below:

Definitions:

- a. LPA (Local Project Authority, City of Westwood)
- b. Kansas Department of Transportation (KDOT)
- c. Secretary (KDOT Secretary or designee)
- d. FHWA (Federal Highway Administration)
- e. BLP (Bureau of Local Projects, KDOT)

1. Prepare detailed design plans and construction drawings in conformity with the state and federal design criteria appropriate for the Project, in accordance with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets “Green Book”, or the current version of the KDOT Local Projects LPA Project Development Manual, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Transportation Safety and Technology’s Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the Bureau of Road Design’s Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of FHWA pertaining to the Project.
2. Prepare revised plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contracts covering the Project. Such revised plans may be made by the Secretary or LPA at the Consultant’s expense.
3. Prepare the plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA.
4. Prepare and furnish electronic set of preliminary construction plans for field check and review to the LPA and two (2) sets to the Secretary. These plans shall, at a minimum, show the horizontal and vertical alignment, typical sections, contour information, size and location of drainage structures, intersection details, construction limits, existing right-of-way limits, property owners, utility locations and ownership, and be included on the appropriate following sheets: Title, Typical Section, Surfacing, Plan-Profile, Cross Sections, Contour Map, Traffic Control Plan, and such other special sheets as the Consultant deems necessary. (Refer to the LPA Project Development Manual <http://kart.ksdot.org/>)
5. Field check the Project with representatives of the LPA and Secretary.
6. Incorporate any changes which may have been agreed to during the field check, and include in such plans estimates of quantities, special provisions, supplemental specifications, and an updated estimate of cost.
7. Submit one complete electronic set of the plans to the Secretary for office check review along with copies of special provisions, supplemental specifications, and the updated cost estimate. The LPA requests a similar set of prints and copies of the office check plans. (Refer to the LPA Project Development Manual <http://kart.ksdot.org/>)
8. Prepare electronic final plans with a signed and sealed Title Sheet, an updated cost estimate based on final plan quantities (if different from office check estimate), and necessary special provisions and supplemental specifications.
9. Furnish final and complete construction plans to the LPA and the Secretary for approval within 365 calendar days after issuance by the LPA of the Notice to Proceed, exclusive of time required for reviews by the approving parties and delays beyond the Consultant’s control.
10. Prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the standard specifications of KDOT, except for items designed by others.
11. Review and recommend for approval all shop drawings as may be required for the Project.
12. Have available at the Consultant’s office for review by the LPA, the Secretary and the FHWA’s personnel, all plans being prepared and supporting information.

13. Provide all plans, drawings, and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings, and documents shall become the property of the LPA upon the completion thereof in accordance with the terms of this Proposal, without restrictions as to their further use.
14. Provide traffic control signing on or along any street or highway where the Consultant has crews working. The size, shape, color, and placement of all signs shall comply with the MUTCD as approved by the AASHTO and the FHWA.
15. Prepare an estimated schedule for performance of engineering services identified this Proposal (may be bar chart or other acceptable method)
16. Make all documents and accounting records pertaining to the work covered by the executed agreement available at the Consultant's office to representatives of the LPA, the Secretary and the FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.
17. Accept full responsibility for payment of Unemployment Insurance, Worker's Compensation, and Social Security as well as income tax deductions and any other taxes or payroll deductions required by state and federal law for the Consultant's employees engaged in work authorized by the executed agreement.
18. Become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances, and regulations.
19. Be responsible for any and all damages to property to persons arising out of an error, omission, and/or negligent act in the Consultant's performance of services under the executed agreement.
20. To save the LPA, the Secretary, and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property caused by the Consultant, its agents, employees, or subcontractors which may result from negligent acts, errors, mistakes, or omissions from the Consultant's operation in connection with the services to be performed hereunder.

**Conformity with State and Federal Requirements:** The Project shall be designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

The Design Plans shall provide a temporary traffic control plan which includes the handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary of the Kansas Department of Transportation, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the LPA's agent with full authority to determine the dates when any road closings will commence and terminate.

**Submittal Requirements:** Proposals shall include the following and shall be organized using each of the below required elements as section headings:

1. Firm Description - provide a brief description of the firm including firm size and area of specialization, location of corporate headquarters, and potential satellite office proposed to handle this project.
2. Project Team - Provide names and resumes of key professionals who would be assigned to the project. Each team member's education and experience shall be listed. The project manager shall be clearly identified, and a description of his/her relevant previous projects listed. A list of past relevant projects, which proposed project staff have played a central role in developing, shall be also provided.
3. Statement of project understanding - The consultant shall state in succinct terms their understanding of what is required by this Request for Proposal.
4. Scope of Services - Describe in narrative form the consultant's approach and technical plan for accomplishing the work listed herein. The Consultant is encouraged to elaborate and improve on the tasks listed in the RFP; however, the consultant shall not delete any requested scope tasks unless explicitly noted. The Consultant shall submit a schedule for completing the scope of work for design if different than the schedule proposed in the KDOT Project Schedule.
5. References - Three (3) references, including current contact name and phone number for similar projects.
6. Insurance Coverage - The Consultant shall name the City of Westwood, Unified Government of Kansas City, Kansas/Wyandotte County, and the City of Roeland Park as additional insured for the following coverage for the work covered by this Agreement:
  - Professional Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Professional Errors and Omissions Insurance: One Million per Claim with Two Million Aggregate; AND
  - KS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
7. Cost Proposal - The Consultant shall submit a budget itemized by task and a total project cost stated as a firm fixed fee. Include assumed hours per task and hourly rates for project staff on the attached form.

Five paper (5) copies of the proposal must be submitted. Consultant shall include a single USB flash drive with an electronic PDF copy of their proposal or, alternatively a link to an electronic copy of the proposal.

**Evaluation and Selection Process:** Proposals will be evaluated by a committee from representatives from the City of Westwood, Unified Government of Kansas City, Kansas/Wyandotte County, and the City of Roeland Park. Proposals will be solicited from selected pre-qualified consultants from the most current KDOT pre-qualification list of Design Consultants and Construction Engineering Consultants. The list will be narrowed down to the top three (3) most qualified firms by the committee. The top three (3) firms will be invited individually to present their proposal and answer questions. From this process the committee will select the firm they feel is best for the project and negotiate a contract around the proposed estimate. Two (2) weeks is allowed for the initial response to the RFP to be completed. The

committee will then meet to review the proposals, rank them, and meet individually with the top three (3) firms. The City of Westwood intends to approve a contract for design services at its October 8 City Council meeting.



## PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 046 N-0697-01	COUNTY/CITY: Johnson/Westwood
LOCATION: W. 47 <sup>th</sup> Street/Avenue from Rainbow Boulevard (US 169) to just West of Mission Road	
WORK ITEM:	DATE:

<b>1. DIRECT PAYROLL</b>				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 1		0.00		0.00
<b>2. SALARY RELATED AND GENERAL OVERHEAD (                      )</b>				0.00
<b>3. SUBTOTAL (LINES 1 &amp; 2)</b>				0.00
<b>4. NET FEE</b>			#DIV/0!	
<b>5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)</b>				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 5				0.00
<b>TOTAL (LINES 3, 4 &amp; 5)</b>				0.00



## Cost Proposal

### Certification of Final Indirect Costs

Firm Name: \_\_\_\_\_

Indirect Cost Rate Proposal: \_\_\_\_\_

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): \_\_\_\_\_

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

Signature: \_\_\_\_\_

Name of Certifying Official (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

### Sample of Work Estimate\*

Task	Title of persons assigned to task	# of hours to complete task
Project Management	Sr Project Manager	20
	Project Manager	75
	Project Engineer	30
	Administrative Assistant	15
Survey & Research	Project Manager	16
	Survey Chief	36
	Survey Crew	162
Traffic Design & Plans	Project Manager	18
	Project Engineer	48
	Design Engineer	62
	Technician	96
Roadway Design & Plans	Sr Project Manager	22
	Project Manager	88
	Project Engineer	62
	CADD Technician	111
Bridge Design & Plans	Sr Project Manager	26
	Project Manager	17
	Project Engineer	133
	Technician	41

**Total Hours: 1078**

\* Note: The tasks and titles indicated are to serve only as examples, not as a definitive list of what should be included in this work estimate.



**GBA**

Request for Proposals

**City of Westwood, Kansas**

**W. 47th Street/Avenue Complete Street**

Project Number 046 N-0697-01

September 15, 2020

**Address**

9801 Renner Blvd, Ste. 300  
Lenexa, Kansas 66219

**Contact**

ph 1.913.492.0400  
fax 1.913.577.8200



gbateam.com

September 15, 2020

**John Sullivan, Public Works Director**  
City of Westwood | 4700 Rainbow Boulevard  
Westwood, Kansas 66205

**RE: Professional Design and Engineering Services for W. 47th Street/Avenue Complete Street Project No. 046 N-0697-01**

**Dear Mr. Sullivan, Ms. Herring and Members of the Selection Committee:**

**Our History** For over 50 years, GBA has provided efficient, cost-effective solutions for communities across the Kansas City metropolitan area, including the City of Westwood. Our team brings the combination of municipal expertise, technical acumen and past performance history necessary to meet and exceed the needs of the 47th Street/Avenue Complete Street project. In addition to success on similar Complete Streets projects, the GBA team has created relationships and familiarity with the City and its staff and we bring **Vireo's** background knowledge of this project. We look forward to another opportunity to partner with the City on this project.

**Our Team** GBA has assembled an experienced group of professionals that have worked together on several municipal-focused improvement projects. They are complemented by our in-house technical and specialty staff along with Vireo, our selected subconsultant providing public engagement and aesthetics/landscaping. The GBA/Vireo team provide unique qualifications to make this project a success:

- **Multidisciplined Team:** **Leslie Donnelly, PE**, will serve as GBA's Project Manager, leading our team of experts in roadway, traffic, survey and environmental permitting. She is dedicated to delivering cost-effective, time-saving solutions and has played a key role in implementing our customizable web app—**GBA Project Live**—to streamline communication and make project coordination interactive. **Bryan Blizzard, PE**, GBA's Municipal Group Leader, will assist Leslie, providing QA/QC oversight and insight to the City's preferences and process from his experience on the Rainbow Boulevard project. Vireo will lead the public engagement and aesthetics/landscaping elements of this project, building on the work they have already completed on the project through their 47th Street Complete Street Plan.
- **Complete Streets Experience:** GBA has completed several projects similar to the 47th Street/Avenue Complete Streets project from concept studies to final plans. We have worked with municipalities across Kansas and Missouri on projects of varying scope and unique project goals in an effort to provide multimodal, progressive transportation systems for all users in these communities.
- **Project Coordination with KDOT and Other Stakeholders:** Our team includes experts in KDOT processes and policies. **Aaron Frits, PE**, former KDOT Road Design Leader, will facilitate the KDOT review and PS&E process, as well as any funding considerations to meet this project's schedule and budget. The GBA/Vireo team also offers our experience and relationships with the City of Westwood, Unified Government of Wyandotte County and Kansas City, Kansas and Roeland Park, in addition to other key stakeholders to manage project coordination effectively on behalf of the City.

**Our Commitment** GBA's goal for every project is to make our client's job easier. We strive to stay one step ahead—completing projects that run smoothly, within the expected schedule and budget. The GBA/Vireo team has the background knowledge and experience working with the City of Westwood and the other key stakeholders involved to deliver a successful project. We are eager to support the City's roadway infrastructure through the 47th Street/Avenue Complete Street Project.

Sincerely,

**GEORGE BUTLER ASSOCIATES, INC.**

**John Cooper, PE** Principal-in-Charge  
913.577.8412 | jcooper@gbateam.com

**Leslie Donnelly, PE** Project Manager  
913.577.8406 | ldonnelly@gbateam.com



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## Transportation | Civil/Site | Water Environment | Buildings

GBA is a full-service professional design firm that has provided innovative, sustainable design solutions for clients in both the public and private sectors for over 50 years. Since the firm's establishment in 1969, GBA has grown in both size and capability. GBA has more than 300 employees across 11 office locations.

*Multidisciplinary firm recognized for remarkable solutions  
and trusted client relationships*

GBA's growth is a result of the firm's ability to attract a highly qualified staff of professionals representing a broad spectrum of design and planning disciplines. This enables GBA to organize "in-house" project teams with the specialized experience uniquely suited for each project. With a qualified, multidisciplinary staff, GBA provides clients with a wide range of project types and design capabilities including:

- Architecture
- Civil engineering/site design
- Commercial/residential development
- Cost estimating
- Construction services
- Environmental/permitting
- Existing building evaluation
- Facility utilization
- Fire and life safety
- GIS
- Greenfield design
- Land surveying
- M/E/P engineering
- Parks and recreation facilities
- Highway and transportation engineering
- Roadways and bridge design
- Stormwater/wastewater
- Structural engineering
- Traffic analysis and engineering
- Advanced Robotics & Remote Sensing (ARRS) services
- Utility studies and systems

**GBA's corporate headquarters is located in Lenexa, Kansas where all work for this project will be performed.**

### OFFICE LOCATIONS

**Lenexa, Kansas  
(Headquarters)**

Moline, Illinois  
Chesterfield, Missouri  
St. Charles, Missouri  
O'Fallon, Missouri  
Kansas City, Missouri  
West Des Moines, Iowa  
Omaha, Nebraska  
McPherson, Kansas  
Broomfield, Colorado  
Austin, Texas

### GBA COMPANIES



# vireo

Planning | Landscape Architecture | Design



Vireo is an 18-person landscape architecture, community planning and environmental planning firm that has focused on ecologically-based planning and design for over 20 years. Vireo is located in downtown Kansas City, Missouri as well as Omaha, Nebraska.

Vireo is in the business of creating healthy places for people. We've built the firm on the design of environments that are attractive, livable, vibrant and sustainable – places where people want to be. We are able to make a real impact, bringing life to public spaces and contributing to both the livability and economic success of our cities. Whether it's large-scale planning for the future or starting with small-scale improvements, we listen to the people who care about the places in their lives. We create ways to make those places more vibrant, welcoming, inclusive and a reflection of the people who live and work there.

Vireo uses a participatory process to generate solutions. We coordinate to gather information about a project and its audiences and then use the feedback to develop a targeted engagement and communications strategy. Our focus is to produce inspiring and forward-thinking visual communication methods that will increase audience recognition of the project. Vireo strategies center on focused messaging designed specifically to quickly echo with key audiences. Always innovative, we have the ability to create and use a variety of tools for engagement to transform the way people see and share information.

Our staff includes landscape architects, community planners, natural resource planners, community engagement specialists, architects, ecologists and graphic designers. By combining our talents, we can provide our clients with the ability to reach out to people, to plan for the future and to create sustainable solutions that beautify, engage and grow the community in all respects.

**47th Street MARC PSP Complete Streets** | Kansas City, Missouri  
**75th & Wornall Road Green Infrastructure** | Kansas City, Missouri  
**Roe Boulevard Design Services** | Roeland Park, Kansas  
**Englewood Boulevard Complete Streets** | Kansas City, Missouri  
**NW 72nd Street at Waukomis** | Kansas City, Missouri  
**Tiffany Springs Parkway** | Kansas City, Missouri  
**Briarcliff Parkway & Highway 9** | Kansas City, Missouri  
**US-69 Pleasant Valley Road Corridor** | Pleasant Valley, Missouri  
**Searcy Creek Parkway** | Kansas City, Missouri  
**Waukomis Drive Complete Streets** | Kansas City, Missouri  
**75th and Wornall Reconstruction** | Kansas City, Missouri  
**20th Street Grand to Southwest Blvd Streetscape** | Kansas City, Missouri  
**Chouteau Parkway Expansion** | Kansas City, Missouri  
**KCMO Parkway Standards** | Kansas City, Missouri  
**Penn Valley Park Road and Drive** | Kansas City, MO  
**75th & Wornall Road Green Infrastructure** | Kansas City, Missouri  
**NW 64th & 68th Streetscape & Creek Mitigation** | Kansas City, Missouri  
**North Oak Trafficway, 39th - 43rd Streetscape** | Kansas City, Missouri  
**North Brighton, Route 210 - Parvin Road** | Kansas City, Missouri  
**Shoal Creek Parkway** | Kansas City, Missouri

[www.beVireo.com](http://www.beVireo.com)

Kansas City  
 929 Walnut St.  
 Suite 700  
 Kansas City, MO 64106  
 816.756.5690

Omaha  
 1111 N. 13th St.  
 Suite 116  
 Omaha, NE 68102  
 402.553.5485

# Team Overview and Organization

GBA's project team brings extensive expertise in the major scope elements required on this roadway improvement project and a proven work history on similar projects for municipalities across Kansas and Missouri, including Roeland Park, Mission, Olathe and Unified Government of Wyandotte County and Kansas City in Kansas, as well as Kansas City (KCMO), Parkville and Independence in Missouri. These projects have involved utility coordination, traffic engineering, aerial imagery/topographic surveys, public involvement, structural design, construction engineering/inspection, stormwater drainage, aesthetics/landscaping, as well as 3D modeling. In addition, we have partnered with Vireo to provide expertise in public engagement and aesthetic/landscape design. GBA and Vireo will leverage our successful past performance working together on projects like Roe Boulevard in Roeland Park and Route 9 in Parkville as well as familiarity with the project area from GBA's experience with the Rainbow Boulevard Rehabilitation Improvement, traffic signal at 47th Street/Rainbow Boulevard and Vireo's 47th Street Complete Street Plan. We are eager to offer our qualifications and significant related experience to the W. 47th Street/Avenue Complete Street Project.



## PROJECT TEAM



**Bryan Blizzard, PE**  
QA/QC



**Leslie Donnelly, PE**  
Project Manager &  
Utility Coordinator



**John Cooper, PE**  
Principal-in-Charge



**Lucas Rosenbaum, EI**  
Roadway Engineer



**Chris Novosel, PE,  
ENV SP**  
Traffic Engineer



**Aaron Frits, PE**  
KDOT Liaison

## SUPPORT STAFF



**Andrew Riddle, PLS**  
Survey



**Ben Lindner**  
Alynix (ARRS Services)



**Todd Trotter**  
Permitting

## SUBCONSULTANTS



**Brett Spangler, PLA, LEED AP**  
Landscape Architect &  
BMP Design



**Triveece Penelton,  
AICP**  
Public Involvement



**Sean Wylie**  
Designer



## Leslie Donnelly, PE

### Project Manager & Utility Coordination

#### Qualifications

##### Education

BS, Civil Engineering,  
University of Kansas

##### Professional Registrations/ Certifications

Professional Engineer: KS, MO,  
IL, TX

Years of Experience  
6

Leslie has been involved in designing and managing a variety of roadway design projects for several municipalities. Her experience on these projects includes project management, multidisciplinary project team coordination, horizontal and vertical alignments, hydrologic and hydraulic analysis, earthwork and tabulation of quantities. Leslie has developed expertise in utility coordination, GEOPAK and GIS and applies these resources in her projects to streamline communication and develop efficient designs.

#### Relevant Experience

**Roe Boulevard: Johnson Drive to County Line** Roeland Park, KS  
Roadway Engineer responsible for conceptual design options

**Stevenson Street Improvements** Olathe, KS  
Project Manager and Utility Coordinator

**Foxridge Drive Rehabilitation: 51<sup>st</sup> Street to 56<sup>th</sup> Street** Mission, KS  
Roadway Lead

**Santa Fe Street & Ridgeview Road Geometric Improvements** Olathe, KS  
Roadway Lead and Utility Coordination Assistance



## Bryan Blizzard, PE

### QA/QC

#### Qualifications

##### Education

BS, Civil Engineering,  
Iowa State University

##### Professional Registrations/ Certifications

Professional Engineer: KS, MO

Years of Experience  
19

As GBA's Municipal Roadway Group Leader, Bryan has been involved in the design of a variety of projects for multiple municipalities. In his 19-year career, he has worked on over 80 roadway and bridge projects for municipal, county and state clients and has managed or supervised more than 40 projects. He will use this extensive project knowledge, experience in project management and leadership skills as a resource for this project.

#### Relevant Experience

**Roe Boulevard: Johnson Drive to County Line** Roeland Park, KS  
Project Manager

**Foxridge Drive Rehabilitation: 51<sup>st</sup> Street to 56<sup>th</sup> Street** Mission, KS  
Project Manager

**Rainbow Boulevard Rehabilitation Improvements** Westwood, KS  
Project Engineer

**Route 9: Highway 45 to Lakeview Drive** Parkville, MO  
Project Manager

**Stevenson Street Improvements** Olathe, KS  
QA/QC



## John Cooper, PE

### Principal-in-Charge

#### Qualifications

Education  
BS, Civil Engineering,  
Kansas State University

Professional Registrations/  
Certifications  
Professional Engineer: KS, MO,  
TX

Years of Experience  
26

Before earning his role as Principal-in-Charge, John served as GBA's Assistant Transportation Market Leader, overseeing the day-to-day implementation of new initiatives. He has more than 26 years of experience as a project manager for construction management and inspection services, serving as Group Leader for over ten years, working with DOTs and several municipalities and counties in Kansas and Missouri. He is an active member of the KC Metro Chapter APWA Utilities and Public Rights-of-Way (UPROW) Committee and participates in the local ULCC and CGA meetings. In addition, John currently serves as committee chair for the national APWA UPROW technical committee.

#### Relevant Experience

**Roe Boulevard: Johnson Drive to County Line** Roeland Park, KS  
Utilities Coordinator, Construction Period Services

**Rainbow Boulevard Rehabilitation Improvements** Westwood, KS  
Utility Coordinator, Construction Period Services

**Route 9:** Highway 45 to Lakeview Drive Parkville, MO  
Principal-in-Charge

**Crysler Avenue Complete Street Improvements** Independence, MO  
QA/QC



## Lucas Rosenbaum, EI

### Roadway Engineer

#### Qualifications

Education  
BS, Civil Engineering Missouri  
University of Science &  
Technology, 2018

Professional Registrations/  
Certifications  
Engineering Intern: MO

Years of Experience  
2

Lucas has been involved in a variety of roadway design projects for several municipalities in the Kansas City metro. His experience on these projects includes 3D modeling, cross sections, and tabulation of quantities.

#### Relevant Experience

**Roe Boulevard: Johnson Drive to County Line** Roeland Park, KS  
Roadway Engineer

**Route 9:** Highway 45 to Lakeview Drive Parkville, MO  
Roadway Engineer

**Stevenson Street Improvements** Olathe, KS  
Roadway Engineer

**Foxridge Drive Rehabilitation: 51<sup>st</sup> Street to 56<sup>th</sup> Street** Mission, KS  
Roadway Engineer

**Santa Fe Street & Ridgeview Road Geometric Improvements** Olathe, KS  
Roadway Engineer



## Chris Novosel, PE, ENV SP

### Traffic Engineer

#### Qualifications

##### Education

MS, Civil Engineering,  
University of Kansas

BS, Civil Engineering,  
University of Kansas

##### Professional Registrations/ Certifications

Professional Engineer: KS, MO,  
MI

Envision Sustainability  
Professional

Years of Experience  
6

Chris serves as a project traffic engineer at GBA. His experience in traffic and transportation engineering includes traffic impact studies, safety studies, traffic signal design, lighting design, temporary and permanent traffic control plans, corridor studies, intersection channelization improvements and permanent roadway pavement markings and signing plans.

#### Relevant Experience

**Roe Boulevard: Johnson Drive to County Line** Roeland Park, KS  
Traffic Engineer

**Foxridge Drive Rehabilitation:** 51<sup>st</sup> Street to 56<sup>th</sup> Street Mission, KS  
Traffic Engineer

**Route 9:** Highway 45 to Lakeview Drive Parkville, MO  
Traffic Engineer

**Crysler Avenue Complete Street Improvements** Independence, MO  
Traffic Engineer

**Six at Park Complete Streets Improvement** Parkville, MO  
Traffic Engineer



## Aaron Frits, PE

### KDOT Liaison

#### Qualifications

##### Education

MS, Civil Engineering,  
University of Kansas

BS, Civil Engineering,  
Iowa State University

##### Professional Registrations/ Certifications

Professional Engineer: KS

Years of Experience  
17

As the Roadway Group Leader, Aaron oversees the group and projects involving DOT, municipal roadway and traffic engineering. Prior to joining GBA, Aaron spent 17 years with KDOT's Bureau of Road Design as a designer, squad leader and road design leader. He has experience in coordinating and managing projects ranging in size and scope for in-house and consultant-designed projects. Aaron has also instructed design courses at universities and for KDOT and served on the AASHTO Technical Committee for Geometric Design.

#### Relevant Experience (while at KDOT)

**K-10/27<sup>th</sup> Street/Wakarusa Drive** Lawrence, KS

**K-10 and Bob Billings Interchange** Lawrence, KS

**K-7/I-70 Interchange** Bonner Springs, KS

**K-99 Corridor Improvement Project** Wabaunsee County, KS

**AASHTO, Technical Committee on Geometric Design, Member 2016–2019**

**Lead Author, Chapter 9: Intersections, AASHTO A Policy on Geometric Design of Highways and Streets, 7<sup>th</sup> Edition**



## Andrew Riddle, PLS Survey

### Qualifications

Education  
Longview Community College  
Johnson County Community College

Professional Registrations/  
Certifications  
Professional Land Surveyor: KS,  
MO, NE, CO

Years of Experience 23

During Andrew's 23-year career at GBA, he has provided right-of-way maps, legal descriptions for rights-of-way and easement acquisition, boundary surveys, subdivision plats, ALTA/NSPS Land Title Surveys and the preparation of topographical/utility surveys for the design of all types of infrastructure improvements.

### Relevant Experience

**Roe Boulevard: Johnson Drive to County Line** Roeland Park, KS  
**Foxridge Drive Rehabilitation:** 51<sup>st</sup> Street to 56<sup>th</sup> Street Mission, KS  
**Rainbow Boulevard Rehabilitation Improvements** Westwood, KS  
**Route 9:** Highway 45 to Lakeview Drive Parkville, MO



## Ben Lindner Alynix (ARRS Services)

### Qualifications

Education  
Bachelor's Aeronautics/  
Aviation/Aerospace Science,  
Embry-Riddle Aeronautical  
University

Professional Registrations/  
Certifications  
FAA Commercial Multi and  
Single Engine Land with  
instrument rating; FAA Part 107  
Remote UAV Pilot

Years of Experience 17

Ben has been a leader in developing GBA's internal FAA Part 107 training and uses his UAV training, artistic eye and the latest software to create striking images and video for a variety of GBA's departments and clients. He has worked with several of GBA's departments such as our Survey group to develop photogrammetry, our Transportation group to develop sonar and infrared imagery, and gba System Integrators group to create line-of-site studies with UAV.

### Relevant Experience

**Roe Boulevard: Johnson Drive to County Line** Roeland Park, KS  
**Route 9:** Highway 45 to Lakeview Drive Parkville, MO  
**Stevenson Street Improvements** Olathe, KS  
**Santa Fe Street & Ridgeview Road Geometric Improvements** Olathe, KS



## Todd Trotter Permitting

### Qualifications

Education  
BS, Biology, Environmental  
Management, Pittsburg State  
University

Professional Registrations/  
Certifications  
Advanced Hydrology for  
Jurisdictional Determinations;  
Rosgen Level 1 Applied Fluvial  
Geomorphology; Planning,  
Selection and Hydrology for  
Constructed Wetlands

Years of Experience 18

Todd is a senior lead biologist in GBA's Water Environment Group. He has over 18 years of experience performing jurisdictional waters delineations in accordance with the U.S. Army Corps of Engineers Wetlands Delineation Manual and Regional Supplements, obtaining Clean Water Act Section 404/401 permits, developing mitigation banking instruments and mitigation plans, and monitoring stream and wetland mitigation sites.

### Relevant Experience

**Roe Boulevard: Johnson Drive to County Line** Roeland Park, KS  
**Route 9:** Highway 45 to Lakeview Drive Parkville, MO  
**Crysler Avenue Complete Street Improvements** Independence, MO  
**Six at Park Complete Streets Improvement** Parkville, MO



#### Education

Bachelor of Landscape Architecture, Kansas State University, 2000

#### Registration

LEED AP  
PLA - MO - 2011005102

#### Experience

17 Years with Vireo

### Brett Spangler PLA, LEED AP

Landscape Architect | BMP Design

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Brett is a landscape architect with years of professional experience in both the public and private sectors. He is committed to designing, supporting and sustaining healthy and vibrant places with a particular emphasis on researching appropriate plant selection and installation in all his designs. His project management experience includes a wide variety of project types including parks; public spaces; educational and commercial development; stormwater BMPs; streetscapes; community and residential planning; sports and recreation complexes; and bicycle and pedestrian trail planning and design. His responsibilities have included small-scale site design, irrigation design, planting design, graphic presentation, construction drawings, specifications and construction observation.

#### Relevant Experience

Target Green Marlborough Green Infrastructure Demonstration | Kansas City, Missouri  
75th & Wornall Road Green Infrastructure | Kansas City, Missouri  
Roe Boulevard Design Services | Roeland Park, Kansas  
20th Street Streetscape | Kansas City, Missouri  
811 Main Streetscape | Kansas City, Missouri  
KCMO Major Street Plan | Kansas City, Missouri  
KCMO Parkway Standards | Kansas City, Missouri  
87th Street Streetscape at Lenexa City Center | Lenexa, Kansas  
Monticello Road Improvements & BMP's | Lenexa, Kansas



#### Education

Master of Urban Planning, University of Kansas 2002  
Bachelor of Architectural Studies, University of Kansas 2000

#### AICP

#### Experience

14 Years with Vireo  
4 Years Prior

### Triveece Penelton AICP

City Planner | Public Involvement Innovator

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Triveece has worked with community organizations and government agencies at the state, county, and local levels for years. The projects she manages blend planning with intensive public engagement, education, information sharing, messaging, and branding. Triveece's strengths lie in developing and executing communications and planning processes. She strategically brings groups of stakeholders together to discuss the opportunities ahead of them through corridor, area, and comprehensive planning efforts. Her techniques involve creative and innovative tools that gather meaningful input. She is the creator of the Digicate, a software application for community engagement.

#### Relevant Experience

47th Street MARC PSP Complete Streets | Kansas City, Missouri  
Forever North - N 24th Street Corridor Study | Omaha, Nebraska  
75th & Wornall Road Green Infrastructure | Kansas City, Missouri  
Roe Boulevard Design Services | Roeland Park, Kansas  
Maize Master Plan Pedestrian & Bicycle Master Plan Update (Maize in Motion) | Maize, Kansas  
3rd & Grand Transportation Center | Kansas City, Missouri  
I-35 & Pleasant Valley Interchange Improvement PSP Complete Streets | Pleasant Valley, Missouri  
NW 72nd Street at Waukomis | Kansas City, Missouri



#### Education

Bachelor of Landscape Architecture, University of Arkansas, 2014

#### Experience

4 Years with Vireo

### Sean Wylie

Designer

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Sean collaborates with Vireo's landscape architects and planners. He has an eye for detail and brings a fresh approach to a variety of projects. His passions for ecology, public space, and inclusive design frequently coalesce to provide innovative solutions to complex spatial issues at various scales. Sean's ability to create effective maps has also been extremely beneficial. He is skilled at generating relevant data and mapping the data in clear and usable ways.

#### Relevant Experience

47th Street MARC PSP Complete Streets | Kansas City, Missouri  
Forever North - N 24th Street Corridor Study | Omaha, Nebraska  
75th & Wornall Road Green Infrastructure | Kansas City, Missouri  
Roe Boulevard Design Services | Roeland Park, Kansas  
Maize Master Plan Pedestrian & Bicycle Master Plan Update (Maize in Motion) | Maize, Kansas  
Independence Avenue Pedestrian Safety Study | Kansas City, Missouri  
24 Highway Complete Streets Rendering | Independence, Missouri  
40 Highway Complete Streets Rendering | Independence, Missouri

# Relevant Past Projects

## Roe Boulevard: Johnson Drive to County Line **Roeland Park, KS**



### Project Information

#### Client

City of Roeland Park, KS  
4600 W 51st Street  
Roeland Park, KS 66205

#### Donnie Scharff

**Public Works Director** 913.722.2600  
dscharff@roelandpark.org

#### GBA/Vireo Personnel

**Bryan Blizzard** Project Manager  
**Leslie Donnelly** Conceptual Design  
**Lucas Rosenbaum** Roadway  
**Chris Novosel** Lighting/Traffic Control  
**Andrew Riddle** Survey  
**Ben Lindner** Alynix  
**Todd Trotter** Permitting  
**Triveece Penelton, Brett Sangler, Sean Wylie** Subconsultants

Completion Scheduled 2020

This important corridor redefining study and design project began with an extensive planning and visioning phase, which involved significant public involvement efforts to obtain resident and stakeholder input, before moving into the preparation of improvement designs and construction documents. The purpose of the planning and visioning phase was to define the scope of work and project characteristics to later be completed during the preliminary/final design phases. The design services provided by **GBA/Vireo** during the planning and visioning phase included **topographical surveys, public outreach meetings and correspondence, conceptual designs of alternative cross-sectional and intersection configurations, preliminary utility/environmental investigations and coordination with KDOT.**

GBA's traffic engineers completed a key component of this project by validating previous traffic studies and completing supplemental corridor analysis to evaluate various **"road diet"** opportunities. At the conclusion of the planning and visioning phase of the project, final exhibits demonstrated the preferred horizontal and vertical alignments, roadway typical sections, geometric intersection layouts, and aesthetic/gateway features. These conceptual alternatives represented approximately 25-30% of the final design levels.

### Project Information

#### Client

City of Mission  
4775 Lamar Avenue  
Mission, KS 66202

#### Brent Morton

**Superintendent of Public Works**  
913.676.8380  
bmorton@missionks.org

#### GBA Personnel

**Leslie Donnelly** Roadway Lead  
**Bryan Blizzard** Project Manager  
**Lucas Rosenbaum** Roadway  
**Chris Novosel** Lighting/Traffic Control  
**Andrew Riddle** Survey  
**Ben Lindner** ARRS Services

Completion 2017

## Foxridge Drive Rehabilitation: 51<sup>st</sup> Street to 56<sup>th</sup> Street **Mission, KS**



The City of Mission selected GBA to design improvements to Foxridge Drive. The residential collector provides access to many apartment complexes from Metcalf Avenue and the heavily used commercial area of Mission. In addition to rehabilitating the neglected infrastructure, the City asked GBA to find a way to provide **pedestrian access** along the corridor. Despite the steep terrain adjacent to the roadway, a solution was found that included **narrowing the extremely wide street and reallocating the space for a safe sidewalk.** The project also included a **variable mill and overlay, entrance approach replacement, street lighting and storm sewer and curb replacement.**

## Rainbow Boulevard Rehabilitation Improvements Westwood, KS



### Project Information

#### Client

City of Westwood, KS  
2545 W 47th Street  
Westwood, KS 66205

#### John Sullivan

Director of Public Works 913.432.1550  
westwoodpublicworks@kc.rr.com

#### GBA Personnel

**Bryan Blizzard** Project Manager

**Andrew Riddle** Survey

**John Cooper** Utilities/CPS

Completion 2010

GBA provided **survey, pavement inventories and design, construction traffic control, roadway design and sidewalk enhancements** to the project, which improved the Rainbow Boulevard corridor through the Cities of Westwood, Westwood Hills and Mission Hills.

- City received stimulus funding through the ARRA program for the improvements; Project was **administered through KDOT** Bureau of Local Projects
- Improved the corridor through the Cities of **Westwood**, Westwood Hills, and Mission Woods
- Scope included pavement rehabilitation, curb and drainage structure replacement, ADA ramp and sidewalk compliancy, pedestrian signals, traffic control, pavement marking and signing, and full-time management of the construction period services
- GBA consulted with asphalt and concrete industry representatives to explore various pavement rehabilitation alternatives to help identify the most **cost-effective solution**

### Project Information

#### Client

City of Kansas City, MO  
4721 Coal Mine Road  
Kansas City, MO 64130

#### Mario Vasquez

Superintendent of Public Works

816.513.6984

Mario.Vasquez@kcmo.org

#### GBA Personnel

**Chris Novosel** Traffic Control

**Andrew Riddle** Survey

Completion 2018

## Armour Boulevard Bicycle Facility Kansas City, MO



GBA provided professional engineering services to provide pavement marking designs and construction documents to accomplish a **“road diet”** and added **parking-protected, on-street bicycle lane facilities**, a first for Kansas City. The initial traffic studies **evaluated the traffic operations** at the major, signalized intersections along the 20-block study corridor. Parking usage was also studied within the area one block both north and south of the corridor for the entire 1.25-mile project length. The completed studies concluded that a “road diet” was appropriate to reduce the existing four-lane roadway width with “sharrows” to a three-lane width with separated bicycle lanes, while maintaining the existing parallel parking configuration. The improvements included **bike boxes, two-stage left-turn queue boxes, mixing zones and accommodations for numerous transit stops**.



## 47th Street Complete Street Plan Kansas



### Client

#### BikeWalkKC

1106 E. 30th Street, Suite G  
Kansas City, MO 64109  
816-205-7056

Thomas Morefield  
Director of Community Planning  
thomas.morefield@bikewalkkc.org  
816-205-7056 extension 5

The City of Westwood, in coordination with the City of Roeland Park, Unified Government of Wyandotte County-Kansas City, Kansas, and the Mid-America Regional Council studied potential improvements for 47th Street. Specifically, the planning effort explored ways to make the 47th Street corridor safer, more inviting, and more attractive for all users, as well as public improvements that can The outcome was the 47th Street Complete Street Plan, which moved the transportation recommendations of locally adopted plans and policies, such as the Westwood Comprehensive Plan and Rosedale Master Plan and Traffic Study (2016), forward. It also provided detailed information that City staff, elected officials, and community members may use as they pursue funding for design and construction of recommended improvements. Vireo assisted with community engagement, bicycle/pedestrian planning, and application of stormwater best management practices within a complete streets context.

vireo

Landscape Architecture | Planning | Design



### Client

City of Kansas City, MO  
414 East 12th St.  
15th Floor City Hall  
Kansas City, Missouri 64106  
Mario Vasquez, Project Manager  
816.513.6984  
mario.vasquez@kcmo.org

## 20th Streetscape, Grand to Southwest Boulevard

Kansas City, Missouri



As part of the design team, Vireo provided streetscape design support and landscape architecture services for the development of improvements to a portion of 20th Street in Kansas City's vibrant Crossroads District. The project is about re-thinking the public right-of-way with the aim of making 20th Street a more productive contributor to urban vitality, a Great Street. The project included stormwater BMPs to capture and improve stormwater runoff as well as creating artful gathering spaces to serve multiple purposes all while maintaining traffic flows of this important east/west corridor. Final bridging documents for the implementation of the project were completed in 2014.

vireo

Landscape Architecture | Planning | Design

# Project Understanding

The 47th Street corridor from Mission to Rainbow has been identified as a corridor where Complete Streets amenities would benefit the traveling public. Complete Streets improvements are design components that enable safe, convenient and comfortable travel for all, regardless of mode of transportation. Redevelopment and mixed-use activity centers at each end of the corridor, as well as other activity centers in the area, have generated a demand for alternate modes of transportation.

A significant investment was made by the City of Westwood and its interlocal partners to identify ways to add value for all users of 47th Street. This portion of 47th Street has been studied under two separate master plans. The City of Westwood completed the “47th Street Complete Street Plan” and the Unified Government of Wyandotte County and Kansas City, Kansas completed the “Rosedale Master Plan”. Additionally, a final project concept plan was based on a completed Planning Sustainable Places (PSP) project. The recommended concept moving forward includes a “road diet” with enhanced pedestrian, bicycle and transit facilities.

*To achieve the goal of transforming 47th Street into a corridor that meets the needs of all users, GBA will bring the Complete Streets concept to fruition through a design that builds on the previous work completed within the corridor while complementing the project area's land use plan to support future growth.*

The construction costs are estimated to be approximately \$1.3 million. The City has applied for and received Surface Transportation Program (STP) funds (\$1,047,000) for the construction of this project. This funding will require coordination with the Kansas Department of Transportation (KDOT). Matching funds will be provided with Capital Improvement Program (CIP) funds and additional funding may come from Johnson County's County Assistance Road System (CARS). KDOT will oversee the design and will administer the bidding and construction of the project. The project is scheduled to be let in March 2022 with construction being completed later in 2022.

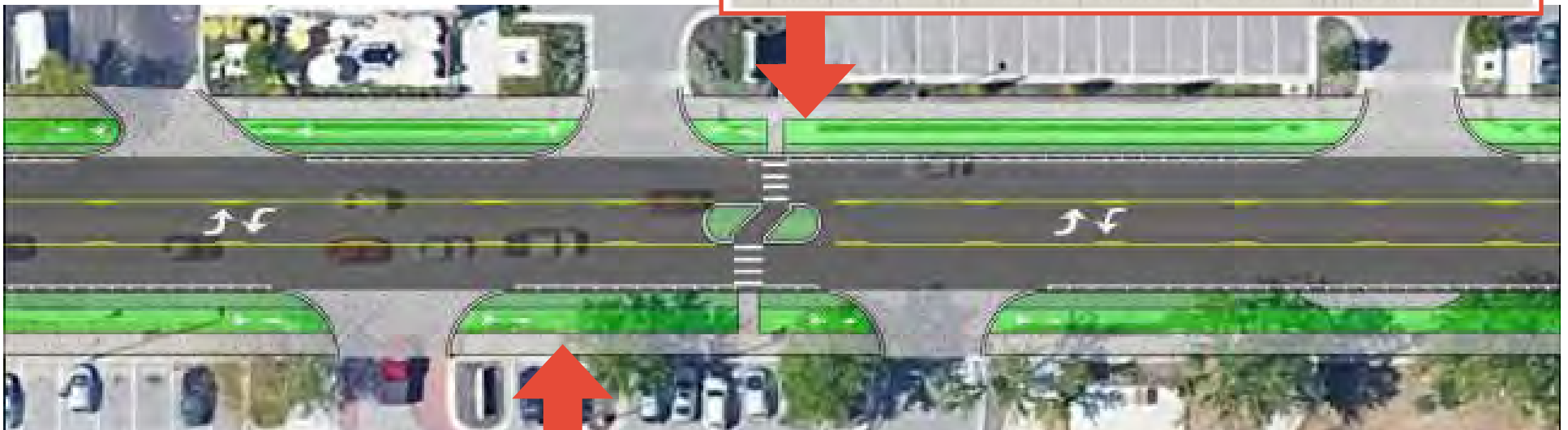


# Exhibit A

Option C from the "47th Street Complete Street Plan" proposed a "road diet", reducing the 4-lane, undivided street to a 3-lane section. Buffered bike lanes replace the abandoned roadway width. The additional buffer space and amenities such as median refuge islands will create a more pedestrian friendly corridor.

Typical Section - Option C

Source: "47th Street Complete Street Plan"



Source: "47th Street Complete Street Plan"

# Scope of Services

## PROJECT APPROACH AND TECHNICAL PLAN

Our approach to this project is rooted in selecting the right team. GBA's team consists of engineers and staff that specialize in municipal street projects. Our goal is to be an extension of the City of Westwood's Public Works Department staff and make this project as smooth as possible. We will supplement our team with the experience and teamwork we have come to know from Vireo, who will provide landscape architecture and public involvement guidance. Vireo was involved with the 47th Street Complete Street Plan and their project knowledge will be a valuable contribution.

GBA and Vireo have extensive experience designing projects like 47th Street for municipalities throughout the metropolitan area. The GBA/Vireo team recently completed the design of the Roe Boulevard project, which is located about a mile from the 47th Street project. These two projects are very similar in nature and our team successfully navigated many of the same specific challenges that will be present during the design and construction of this project. As a result, the GBA/Vireo team is well positioned to successfully complete this project using creative and innovative solutions based on lessons learned and successful strategies implemented during the Roe Boulevard project. The following pages expand on critical items we have observed or foresee as being important to meeting the goals of this project.

### Coordination with KDOT

KDOT will play a vital role during Task 6: Design Development and Submittal referenced in the RFP. KDOT's role is to oversee that the project design, bidding and construction of the project are done in a manner that meets the requirements for federal funding. In addition to our extensive KDOT Bureau of Local Projects (BLP) experience, Aaron Frits will serve as KDOT liaison for this project, bringing 17 years of experience working for KDOT designing and managing roadway improvement projects. His experience, relationships and knowledge of KDOT's project procedures will be a valuable resource during design.

Understanding KDOT's process is crucial to maintaining the project schedule. We will be proactive in submitting preliminary plans as soon as possible. Right-of-way acquisition can have a significant impact on the project budget and schedule and cannot begin until KDOT has approved preliminary plans and permitting. An example of our team's experience/knowledge with KDOT is that we were able to combine the office check and final plans submittals on Roe Boulevard because our plans were sufficient and did not require another KDOT review.

Another facet of KDOT coordination includes understanding KDOT bid items. KDOT will require that KDOT bid items are used or a job special provision will need to be created. Many times, construction elements used within municipal street projects do not have related KDOT bid items. Some examples are curb removal, integral sidewalk retaining walls or aesthetic landscaping. It is very beneficial to identify all the design elements early in the design process and have a plan for how each element will be bid. We have successfully navigated how to get these items included within KDOT's bid process.

### Managing Project Budget

One characteristic of a Complete Streets project can be volatile project costs. Complete Streets projects usually consist of potentially irregular, detailed work items and can be located in areas of constrained right-of-way near heavy traffic volumes and complex utilities. Due to the nature of work, construction costs tend to be higher than normal street reconstruction or rehabilitation projects. We will again use our relevant experience to manage the project budget and minimize unexpected costs during bidding and construction. The following are strategy examples we will use for budget management:



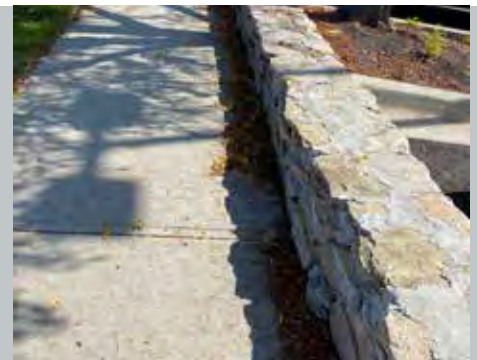
- *Develop the priorities of the project early in the design process.* Inevitably, decisions will need to be made between aesthetic items, long-term maintenance items like pavement/storm sewer condition, pedestrian amenities or right-of-way. Understanding the priorities of the project early will guide the team in those decisions. Developing these priorities will be a significant objective of Task 1: Kick-off Meeting/Pre-Design Field Check, referenced in the RFP.
- *Determine design element details early in the design process.* The cost of design elements, specifically aesthetics, can have a major impact on the overall budget of the project. We will attempt to make as many aesthetic decisions as possible early in the design process so realistic costs can be included in the construction cost estimates throughout the design process. Some examples of the aesthetic items to evaluate early are decorative streetlights, banners, street signs, stamped concrete, landscaping elements, benches, trash receptacles, traffic signal elements, way finding signs, and aesthetically pleasing truncated domes. This will also include early coordination with Kansas City Area Transportation Authority (KCATA) to determine transit stop amenities.

Solidifying and documenting the decisions made by project stakeholders, City staff and ultimately City Council is vital to managing the project budget and schedule. We will have a visual representation of the options in the above list of design elements as well as other conceptual design elements listed in Task 4: Concept Development and Task 5: Concept Design Plan Presentation & Approval.

- *Make low-priority items into alternate bid items.* These items could be removed from the project if construction bids are higher than budgeted. These items would ideally be something that could be added later when funds allow, such as refuge islands.
- *Remove design elements that can be implemented more cost effectively outside of a KDOT-administered construction project.* One example of this could be landscaping. The City may be able to contract directly with a landscaping company or self-perform the work with City staff at significant cost reductions compared to the project costs associated with a heavy construction subcontractor under a KDOT-administered project and wage rate control.

### Early Identification of Property Impacts

As mentioned above, right-of-way acquisition is a critical component to meeting the project schedule. Federally funded projects are required to adhere to the Uniform Relocation Assistance and Real Property Acquisition Policies Act. The Uniform Act requires that certain processes and methods be used in the acquisition of right-of-way and easements such as appraisals and good faith efforts. Early identification of property impacts allows time within the project schedule to accomplish these tasks. From reviewing the project corridor, our team has determined one specific item that requires early attention is the multiple stacked stone walls throughout the corridor. Determining ownership, condition and construction impacts to these unique corridor features will be crucial to a successful project.



**Property impacts of stacked stone walls and numerous driveway approaches will be addressed early.**

### Approach to Public Engagement Event/Campaign

GBA has partnered with Vireo—a firm with decades of community engagement, landscape architecture, and planning experience in Kansas and Missouri—to provide community engagement support for the project. All of Vireo's engagement expertise will be leveraged to help make the W. 47th Street/Avenue Complete Street project a success.

Vireo's approach is to listen carefully to the many voices in and around the project area before our Team begins to identify issues and solutions. We are experts at multi-cultural outreach, engaging as many people as possible—from long-term residents, to students; from civic and faith leaders to business leaders/development interests; from agency staff to elected/appointed officials; and English to non-English speakers. All have the opportunity to participate and be heard during our civic/community engagement processes. Vireo listens first, then brings together the many voices into a consensus-based vision and engagement strategy for the community.

The current coronavirus (COVID-19) pandemic, along with corresponding guidance from the Center for Disease Control and Prevention (CDC), necessitates physical distancing. As a result, we will employ a targeted go-to-the-people approach to engagement that utilizes digital strategies, such as social media, email marketing, and online commenting to reach traditional and non-traditional stakeholders. We will use telephone and/or video conferencing for the project's smaller

group meetings, such as those coordinated with project partners, Project Advisory Committee, or targeted business owners. We will also use interactive virtual meetings and coordinated social media as input opportunities for the public in place of traditional, in-person public meetings.

Building from Vireo's experience leading the engagement effort for the Mid-America Regional Council (MARC) Planning Sustainable Places (PSP) 47th Street Complete Street Plan, we recommend the following engagement tasks:

- **Contact List:** The Team will update the contact list from the PSP effort with internet research for email addresses and City-provided contact lists. We will then use the list to send meeting notifications for Project Advisory Committee and Public Events (described below).
- **Project Advisory Committee (PAC):** Recognizing the City's desire for the Team to be able to report back community preferences and recommendations to the City and stakeholders related to the complete streets restriping, we will work with the City to reconvene the 47th Street Complete Street Project Advisory Committee from the previous PSP project. The group includes key stakeholders, such as business and property owners, who should be engaged throughout the project. We will coordinate up to three, interactive virtual meetings with them using a Zoom URL and call-in number with password. The first meeting will kick-off the project. The second meeting will focus on design recommendations resulting from feedback and analysis of the complete street restriping project scheduled for August – September 2020. The third meeting (if requested by the City) will center on construction phasing and traffic impacts that may impact local businesses. We will develop email invitations and conduct reminder phone calls for the meetings. Our Team will also staff them, develop presentation materials, summarize feedback, and coordinate logistics.
- **Public Events:** We will format two public events as virtual town hall meetings via publicinput.com. The first public event will be an input opportunity that helps the Team gather feedback about what the public likes and dislikes about the complete street restriping project scheduled for August – September 2020. The second event will communicate key design recommendations to the public and help identify community preferences for amenities. We will provide the City, project partners, and PAC with the URL for the virtual town halls, so they can share it on their websites and via press releases, social media, and other communication tools. We will use a multi-pronged notification approach to reach community members. For example, we will develop and deploy email invitations to the contact list. We will also draft press releases and create PDF fliers for public events that the City can then deploy and mail. To reach the thousands of project area residents who are on social media, we will develop, target, and deploy paid Facebook ads for public events. Additionally, we will utilize publicinput.com's text messaging feature to provide notices of public events and commenting options. Our Team will staff the virtual public events, develop presentation materials, summarize feedback, and coordinate logistics. We will provide a copy of our presentation materials and comment forms to the City, so they can post them in City Hall and thereby provide an alternative engagement option for residents without internet.
- **Stakeholder Meetings:** As needed, our Team will conduct up to 6 stakeholder meetings during the project to discuss key issues, concerns, and/or opportunities with targeted stakeholder groups, including property and business owners, neighborhood groups, and others. Our Team will staff the meetings, provided presentation materials (if needed), summarize feedback, and coordinate logistics.



**Staggered crosswalks, or Z-crossings, could improve pedestrian safety.**

### Traffic Calming and Bicycle/Pedestrian/Transit Amenities

Complete Streets are designed to provide and promote safe access for all ages and abilities of pedestrians, bicyclists, motorists, and transit riders. Complete Streets balance vehicular operations and make it easy to walk along and cross streets, bicycle to work or shops, and allow buses to run on time. As referenced in Task 2: Gather/Assimilate City Supplied Information and Additional Data, GBA's traffic group will utilize existing data and collect additional data as needed, to verify that traffic operations are maintained at an acceptable level of service and pedestrians/bicyclists are provided with safe crossings and amenities.

Many enhancements have been recommended in the studies and concepts completed for this corridor. We will verify the validity of these enhancements and improve/add additional amenities where feasible. An example of an improvement to consider is staggered crosswalks in the refuge islands.

Staggered crosswalks, or Z-crossings, are treatments in which the crosswalk is split by a median and is offset on either side of the median. This configuration forces pedestrians to turn in the median and face oncoming traffic before turning again to cross the second half of the crosswalk. See Exhibit A for an example of how this could look in the median refuge island on 47th Street.

### Utility Coordination

GBA has experience working with utilities in the project corridor, having coordinated with many on the nearby Roe Boulevard project. Our team understands the importance of utility coordination, and how its success is contingent upon clear and consistent communication. To aid this effort, our team will utilize GBA's web-based application, GBA Project Live. This application can be accessed from any device with an internet connection and displays a high-resolution project aerial with the design files overlaid. Each utility owner can be granted edit rights to this website to not only verify their existing facilities, but note conflict points as well as draw their proposed relocation plan. This process streamlines communication between the cities, design team and all utilities. More details about GBA Project Live are below.

Preliminary investigation shows the following utilities in the project corridor: Southern Star, Kansas Gas Service, Spectrum, AT&T (duct bank), Google, Evergy, Johnson County Wastewater, KC BPU and WaterOne.

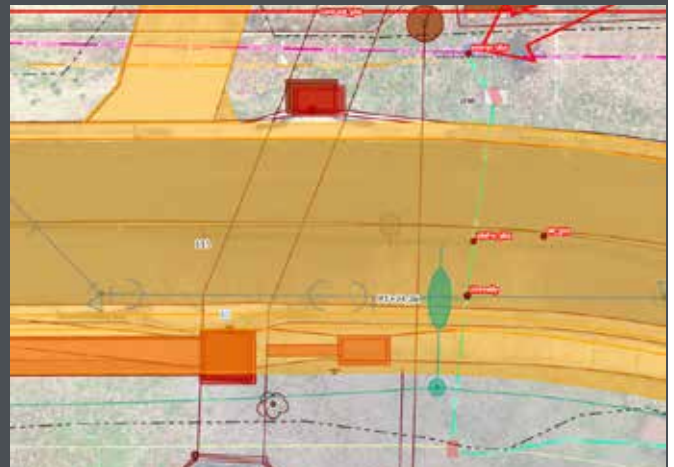


### Innovative Approach to Project Coordination: GBA Project Live

GBA Project Live is a collaboration between GBA's transportation engineers, GIS specialists, unmanned aerial services, and software developers. The tools we have developed were born out of a desire to improve efficiency and accuracy in our rehabilitation projects.

The previous method involved a project walk-through where infrastructure replacements were referenced to existing features, noted on paper plans, and translated into design software back in the office. When our Advanced Robotics and Remote Sensing (ARRS) group developed a method for overlaying orthorectified, high-resolution, aerial imagery onto the plans, we saw an opportunity to improve our process.

Another quantum leap occurred when our GIS specialists and software developers created a customizable web application that allows access from any internet-enabled device to electronically and graphically input work items into the GIS database from the field. Our design team, the City, and utilities have an accessible interface to view existing utilities while they are surveyed in the field, the high-resolution aerial image where above ground facilities and locate paint are visible, and our current design for conflict analysis. Each utility owner can be granted edit rights to specific layers in the application where notes about their existing facilities and proposed relocation designs are shared and documented. This technology streamlines communication and has been well received by utility stakeholders and clients.



**GBA Project Live app used for utility coordination on Stevenson Street project in Olathe.**

### BMPs and Plant Selection

Vireo work with the project team and the City to determine the best solutions for the project's BMP and streetscape design. Vireo is the regional leader in BMP applications and will draw on their years of experience to create a landscape palate for BMPs and work with the neighborhoods to determine their desires. From our experience we will select plants that are native to the area and function well in a streetscape and BMP setting.

### Maintenance of Traffic/Business Access

Maintenance of traffic through the corridor during construction will also be a major focus for this project. With most work taking place outside the proposed driving lanes; it should be possible to maintain at least one through lane along 47th Street in both directions. Once work to the outside is completed, then work zone phasing can be implemented to perform final interior and turn-lane improvements. Fortunately, most businesses along the corridor have alternate access if an entrance needs to be reconstructed. For those without alternate access, entrances can be poured half at a time. Residences with sole access to 47th Street may need to park on the street for short periods during construction.

### Quality Assurance/Quality Control

GBA is dedicated to providing high-quality services to our clients, both internal and external, with a "Total Project" approach. A mindset of quality engineering must be maintained from the beginning of a project to the end, and at all levels of the staff. Quality is not a "feature" that can be added at the end of a project. This requires an intentional process for quality work throughout the analysis and design of a project.

All team members are responsible for the quality of their own work. We organize projects with quality reviews at appropriate milestones. A quality review is not a critique, but a collaboration documenting that at least two qualified team members agree that the quality of the work is sufficient for the given milestone. This interactive process between professionals strengthens our team and increases the quality of our projects for you.

#### Bluebeam Studio Reviews

This software tool will make reviews more efficient and promote collaboration across the project team. Additionally, the schedule provided to KDOT will account for submittal to and response dates from KDOT to maintain the project schedule.

To confirm the quality of the work produced, a Project Quality Plan (PQP) will be created. The PQP identifies a QA/QC manager and project design guidelines. It documents which review tools will be used at various project milestones to achieve quality that meets your expectations. It also defines other quality tools, such as checklists for each discipline that will be used to meet your goals. Finally, the QA/QC manager verifies that the quality control measures have been accomplished. ***The following quality review tools may be applied at the various quality review milestones as established in our PQP:***

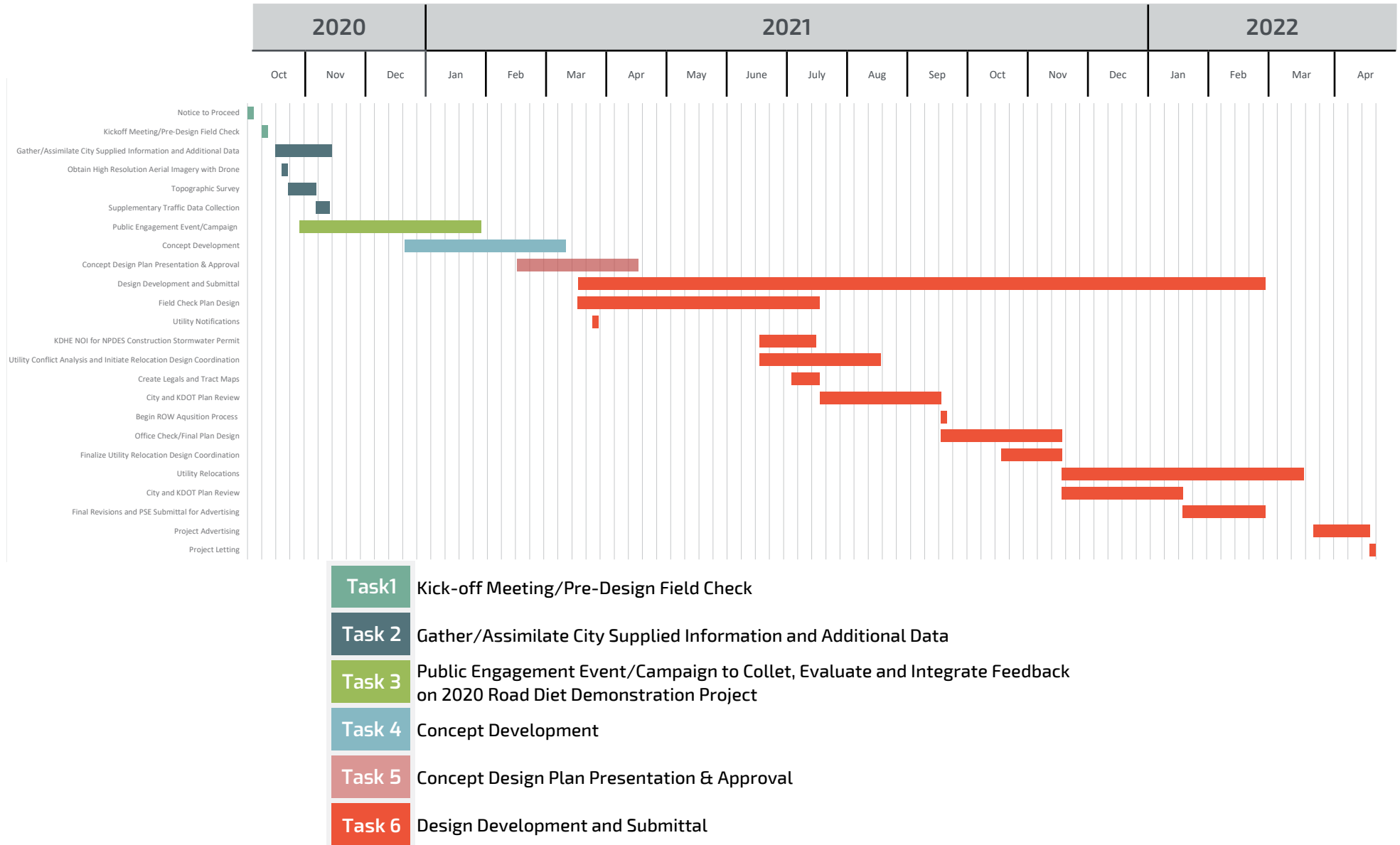
- |   |  |  |  |
|---|--|--|--|
| <p>✓ <b>Detailed Discipline Review</b><br/>A discipline-level review to document that at least two qualified team members have resolved any inconsistencies in the design and agree that the quality of the work is sufficient for a milestone submittal.</p> | <p>✓ <b>Client Conformance Review</b><br/>A review by an experienced professional to evaluate conformance with your requirements and expectations.</p> | <p>✓ <b>Interdisciplinary Review</b><br/>A team-level review to document the coordination between the design disciplines to avoid conflicts and inconsistencies within the design.</p> | <p>✓ <b>Constructibility Review</b><br/>A review by experienced field personnel to assess the design for constructability issues that could make it difficult or impossible to build the project as shown.</p> |
|---|--|--|--|

### Schedule

Federal funding and KDOT involvement will increase the time needed for the design phase compared to normal municipal street projects, but a schedule with construction starting in 2022 is feasible for this project. As discussed above, we will attempt to accelerate the preliminary plan portion of the schedule to minimize the potential for right-of-way acquisition to delay the schedule. Additionally, initiating portions of the preliminary design during the public engagement campaign will allow for additional buffer in the schedule.

An additional factor to consider is the availability of streetlight and traffic signal components. Lead times for steel poles has been up to 30 weeks on recent projects. If poles cannot be purchased ahead of time, this lead time will need to be considered when final plans and lettings are scheduled. A detailed project schedule is shown on the next page.

# Schedule



# References

**Alysen Abel** Public Works Director | City of Parkville, MO

8880 Clark Avenue  
Parkville, MO 64152

816.741.7676  
aabel@parkvillemo.gov

**Carl Sanders** Project Coordinator | City of Merriam, KS

9001 W 62nd Streed  
Merriam, KS 66202

913.322.5521  
csanders@merriam.org

**Neil Meredith** Development Review Manager | City of Olathe, KS

100 E Santa Fe Street  
Olathe, KS 66061

913.971.9075  
nrmeredith@olatheks.org



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
09/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates, LLC  1828 Walnut Street Suite 700 Kansas City, MO 64108	1-866-574-6282	CONTACT NAME: Monica Wilks PHONE (A/C No. Ext): 816 857-7820 FAX (A/C No.): E-MAIL ADDRESS: mwilks@holmesmurphy.com
INSURED George Butler Associates, Inc.  9801 Renner Blvd.  Lenexa, KS 66219		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 37885

## COVERAGES

CERTIFICATE NUMBER: 60192695

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9966168	09/15/20	09/15/21	Each Claim 5,000,000 Annl Aggr 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Proposal Certificate  9801 Renner Blvd.  Lenexa, KS 66219  USA
--

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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 ACORD 25 (2016/03)  
 mwilksks  
 60192695

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# CERTIFICATE OF LIABILITY INSURANCE

9/15/2021

DATE (MM/DD/YYYY)  
9/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext.):</b> <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1402002 GEORGE BUTLER ASSOCIATES, INC. ATTN: SHAUN KOTWITZ 9801 RENNER BLVD. LENEXA KS 66219		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Twin City Fire Insurance Company 29459 <b>INSURER B:</b> Hartford Underwriters Insurance Company 30104 <b>INSURER C:</b> Travelers Property Casualty Insurance Co 36161 <b>INSURER D:</b> Hartford Casualty Insurance Company 29424 <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES \*** **CERTIFICATE NUMBER:** 16988808 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADCL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	37UEAQI0398	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	37UEAQI0525	9/15/2020	9/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE CED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	ZUP-51N20560-20-NF	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WEAQI0524	9/15/2020	9/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

16988808  
FOR PROPOSAL PURPOSES ONLY

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Preliminary Engineering Fee

PROJECT NUMBER: 046 N-0697-01	COUNTY/CITY: Johnson/Westwood
LOCATION: W. 47th Street/Avenue from Rainbow Boulevard (US 169) to just West of Mission Road	
Work Item:	Date: 09/15/2020

1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Associate	\$ 200	173	\$ 34,600	\$ 34,600.00
Project Lead	\$ 175	44	\$ 7,700	\$ 7,700.00
Project AES	\$ 140	444	\$ 62,160	\$ 62,160.00
Staff AES	\$ 114	436	\$ 49,704	\$ 49,704.00
Professional Land Surveyor	\$ 135	16	\$ 2,160	\$ 2,160.00
Survey Party (2-Man)	\$ 183	92	\$ 16,836	\$ 16,836.00
Survey Technician	\$ 108	56	\$ 6,048	\$ 6,048.00
			\$ -	\$ -
SUBTOTAL LINE 1				\$ 179,208.00
2. SALARY RELATED AND GENERAL OVERHEAD (0%) - Included in Chargeout Rates				
3. SUBTOTAL (LINES 1 & 2)				\$ 179,208.00
4. NET FEE				
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
Item	RATE	Days, Miles, Other	AMOUNT	
Survey Mileage	\$ 0.58	200	\$ 116.00	\$ 116.00
Survey GPS	\$ 60.00	10	\$ 600.00	\$ 600.00
General Mileage	\$ 0.58	60	\$ 34.80	\$ 34.80
Alynix - Drone Imagery	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00
Vireo - Public Involvement/Landscape Architecture	\$ 50,000.00	1	\$ 50,000.00	\$ 50,000.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL LINE 5				\$ 55,750.80
TOTAL (LINES 3, 4 & 5)				\$ 234,958.80

**\* The preliminary engineering fee shown is an estimate based on an assumed scope of design services from previous experience on similar projects and information gained from the RFP and MARC STP application. Every project is different in scope and complexity. A more precise fee can be estimated following project award after scope details can be further discussed.**

**Cost Proposal****Certification of Final Indirect Costs**

**Firm Name:** George Butler Associates, Inc.

**Indirect Cost Rate Proposal:** \$234,958.80 (includes GBA's fee, sub-consultant fees, and expenses)

**Date of Proposal Preparation (mm/dd/yyyy):** 09/15/2020

**Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy):** 09/27/2019-09/27/2020

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

**Signature:** 

**Name of Certifying Official (Print):** John Cooper

**Title:** Principal-in-Charge

**Date of Certification (mm/dd/yyyy):** 09/15/2020

## Work Estimate

Task	Title of persons assigned to task	#of hours to complete task
Project Management	Associate	65
	Project Lead	32
	Project AES	120
	Staff AES	32
Survey	Professional Land Surveyor	16
	Survey Party (2-Man)	92
	Survey Technician	56
Roadway Design	Associate	40
	Project AES	160
	Staff AES	220
Traffic Design	Associate	8
	Project Lead	12
	Project AES	80
	Staff AES	120
Environmental Permitting	Associate	32
	Project AES	8
Public Involvement	Associate	4
	Project AES	16
	Staff AES	24
Utility Coordination	Associate	24
	Project AES	60
	Staff AES	40

Total Hours: 1261

**COUNCIL ACTION FORM**

Meeting Date: October 8, 2020

Staff Contact: John Sullivan, Public Works Director

---

**Agenda Item:** Consider accepting quote of Temp Con, Inc. for HVAC replacement at City Hall.

---

**Background / Description of Item:**

The HVAC unit that conditions the space for the City offices at City Hall has a cracked heat exchanger. The cost to replace the heat exchanger is slightly more than half of the cost for a new unit. The existing unit is the original to the building or 30 years old. The unit has reached its end of life expectancy. I have solicited bids from three (3) firms for a replacement unit and received two (2) bids back. Temp Con, Inc. has the low bid of \$12,534.77.

**Staff Recommendation:**

Staff recommends Governing Body accept the low bid of \$12,534.77 to replace the HVAC unit at City Hall and authorize the Mayor to sign the agreement.

**Suggested Motion:**

*I move 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.*

# QUOTE

DATE: SEPTEMBER 17, 2020

## Temp-Con. LLC

Heating, Air Conditioning, Refrigeration

15670 S. Keeler, Olathe, Ks. 66062

913-768-4888, Fax 913-768-9999

PRICES GOOD FOR 30 DAYS

TO:

City of Westwood

4700 Rainbow Blvd

Westwood, KS 66205

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Brian Meyer	Southwest RTU Changeout	Net 30 days	

	DESCRIPTION	LINE TOTAL
	This is a quote to replace the 29-year-old 10-ton Trane roof-top-unit s/n: E21142853D. The new Trane RTU, adapter curb, economizer, hail guards, misc. materials, crane service, and labor are included in this bid. After completing the installation, we will perform a startup to ensure the unit is functioning correctly.	Parts-----\$9,684.77 Labor-----\$1,800.00 Crane Service-----\$1,050.00 Tax-----\$0.00 <b>Total-----\$12,534.77</b> *Tax Exempt

Quotation prepared by: Brian Meyer \_\_\_\_\_

This estimate is based upon our inspection. Upon commencement of work, worn or damaged parts not evident on the first inspection may be discovered. This estimate cannot cover such contingencies. An authorized agent shall approve any additional work before repairs are performed.

To accept this quotation, **sign here** and return: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name here: \_\_\_\_\_

**Thank you for your business!**

## **COUNCIL ACTION FORM**

Meeting Date: October 8, 2020

Staff Contact: John Sullivan, Public Works Director

---

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

---

### **Background / Description of Item:**

The City of Westwood has requested from Uhl Engineering an agreement to provide design services and bid documents for the 2021 mill & overlay on W. 47<sup>th</sup> Terrace and W. 48<sup>th</sup> Street between State Line Road and Rainbow Boulevard, to include the alleys, and the CARS project on State Line. The following scope of services is detailed in the attached professional services agreement for your review and consideration:

1. Provide Design Engineering and Bid Documents for W. 47<sup>th</sup> Terrace and W. 48<sup>th</sup> 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. 48<sup>th</sup> Street and W. 48<sup>th</sup> 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 \$76,643.00 and authorize the Mayor to sign the agreement.

### ***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 \$76,643.00.*

## 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 I – 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 Seventy Six Thousand Six Hundred and Forty Three Dollars (\$76,643) 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 83<sup>rd</sup> Street,  
Suite 156  
Shawnee Mission, KS 66208

## EXHIBIT A: Project Scope

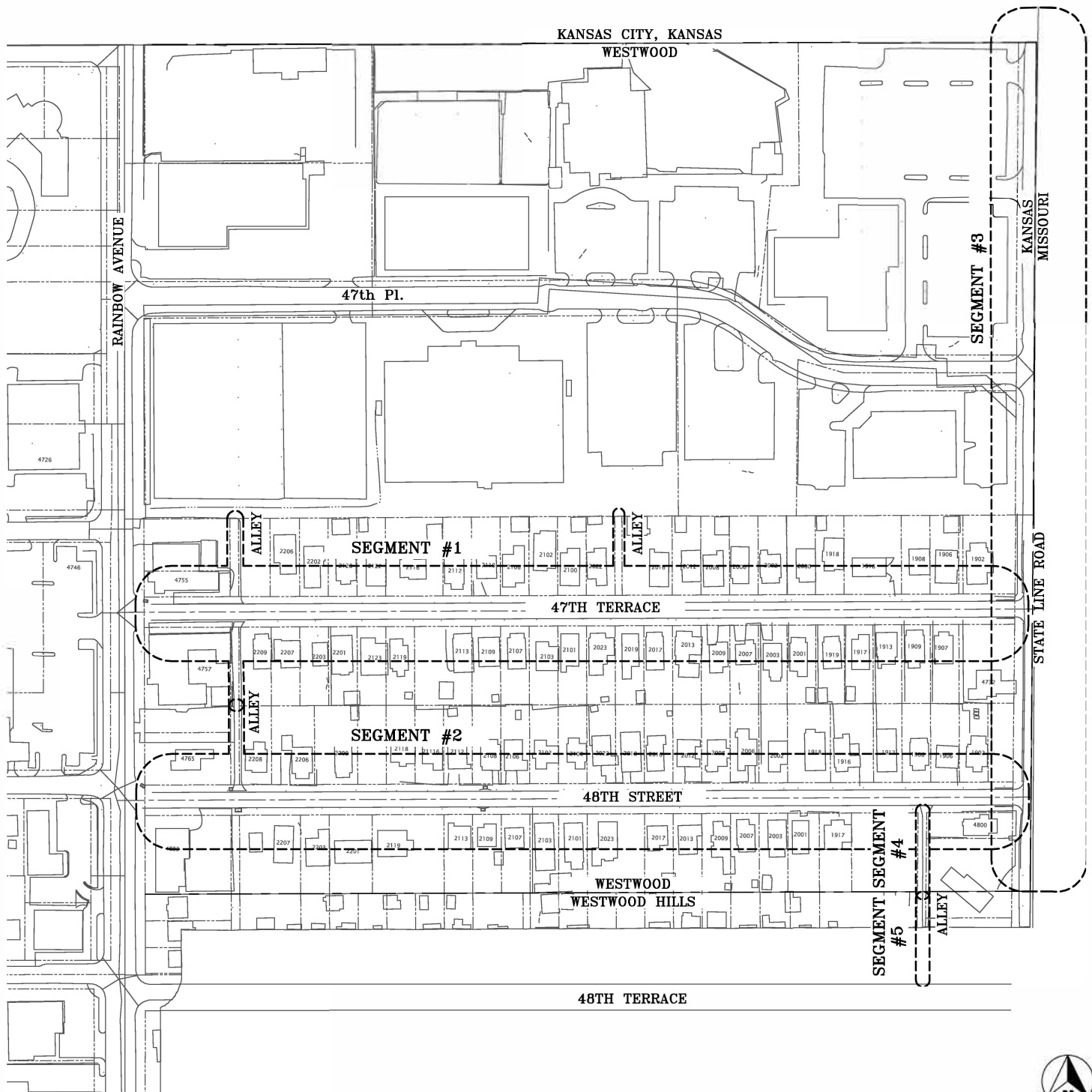
The scope of work shall include preparing contract document for mill & overlay of asphalt streets, spot repairs of portion cement concrete (PCC) curb & gutter and rehabilitating of the alley that extend into the City of Westwood Hills:

- **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 48<sup>th</sup> 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 48<sup>th</sup> 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



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 road 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 purposes, 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 -Schedule  
2021 Westwood Stateline & Annex Street Mill and Overlay  
City of Westwood, Kansas

	DESCRIPTION	Oct 20	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													



**Exhibit E: Fee Schedule**  
**2021 Mill and Overlay Program**  
**Westwood, Kansas**

	(a) Survey	(b) Final Design	(c) Construction Documents	(d) Project Bidding	(e) Construc- tion Phase Services	(f) Totals
<b>Segment Number</b>						
1) State Line Road	\$ 3,750	\$ 6,200	\$ 9,301	*	\$ 9,402	\$ 28,653
<i>North City Limit to South City Limit</i>						
2) 48th Street		\$ 3,474	\$ 7,209	*	\$ 3,372	\$ 14,055
<i>Rainbow Blvd to State Line Road</i>						
3) 47th Terrace		\$ 3,291	\$ 6,936	*	\$ 2,972	\$ 13,199
<i>Rainbow Blvd to State Line Road</i>						
4) Alley		\$ 1,479	\$ 2,217	*	\$ 770	\$ 4,466
<i>Westwood</i>						
5) Alley		\$ -	\$ -	*	\$ 770	\$ 770
<i>Westwood Hills</i>						
All Segments:						
Project Bidding				\$ 4,000		\$ 4,000
Erosion & Sediment Control			\$ 5,000			\$ 5,000
Traffic Control			\$ 6,000			\$ 6,000
Subtotal Fees		\$ 14,444	\$ 36,663	\$ 4,000	\$ 17,286	\$ 76,143
					<b>Subtotal Fee</b>	<b>\$ 76,143</b>
					<b>Reimbursable Expenses **</b>	<b>\$ 500</b>
					<b>Total</b>	<b>\$ 76,643</b>

**Notes:**

\* Lump sum for this phase of project. All segments to be bid in a single package.

\*\* Does not include the costs for materials testing during the Construction Phase. Those costs will be included on invoices to the City and 'passed through' as Reimbursable Expenses.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Carpenter & Company, Inc. 8301 State Line Road, Ste. G-A  Kansas City MO 64114	<b>CONTACT NAME:</b> Ann Talbott <b>PHONE (A/C, No. Ext):</b> (816) 932-9333 <b>E-MAIL ADDRESS:</b> ann@carpcomp.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Uhl Engineering, Inc  4121 W 83rd St, Ste 156  Prairie Village KS 66208	<b>INSURER A:</b> CNA Financial Corporation	
	<b>INSURER B:</b> Beazley Insurance Company Inc	
	<b>INSURER C:</b> American Casualty Company	
	<b>INSURER D:</b> Continental Casualty	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

**CERTIFICATE NUMBER:** Cert ID 4660

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5094098982	06/04/2020	06/04/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	5094098982	06/04/2020	06/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ Waived	Y	Y	6080068307	06/04/2020	06/04/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6 21304885	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Professional Liability</b>			V13A8F200601	05/01/2020	05/01/2021	Per claim \$ 1,000,000 Aggregate \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 2021 Mill &amp; Overlay Program

City of Westwood, Kansas is an additional insured with respect to the General & Auto Liability as required by written contract with waiver of subrogation in favor of the additional insureds as required by written contract by endorsement SB-146968-A31 and SB146902G. Primary and Non Contributory applies to the General & Auto Liability as required by written contract by endorsement SB-146968-A31 and SB146902G.

Umbrella follows form with respect to the General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Westwood, Kansas  4700 Rainbow Blvd  Westwood KS 66205	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

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ACORD 25 (2014/01)

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## DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE  
09/29/2020

CERTIFICATE HOLDER:

City of Westwood, Kansas

4700 Rainbow Blvd

Westwood KS 66205

INSURED:

Uhl Engineering, Inc

4121 W 83rd St, Ste 156

Prairie Villlage KS 66208

DESCRIPTION OF OPERATIONS CONTINUED:

Insured does not have commercially titled vehicles therefore there is no Commercial Auto policy,  
just Hired & Non Owned Auto accommodated under the General Liability.

**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE  
&  
BLANKET WAIVER OF SUBROGATION  
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
    - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
  5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
    - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

20020008250940989828358



2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**D. OTHER INSURANCE (Section H. 2 & 3) of the Businessowners Common Policy Conditions are deleted and replaced with the following:**

2. This insurance is excess over any other valid and collectible insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other valid and collectible insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other valid and collectible insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other valid and collectible insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2) of the Businessowners Common Policy Conditions is deleted and replaced with the following:**

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

# Complete Streets Framework Discussion

---

Westwood City Council

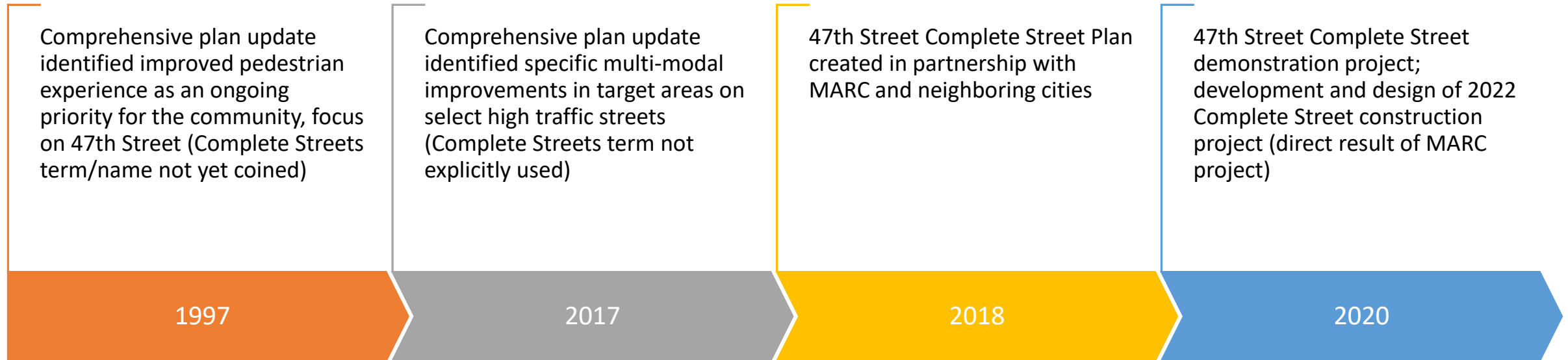


# What is/are Complete Streets?

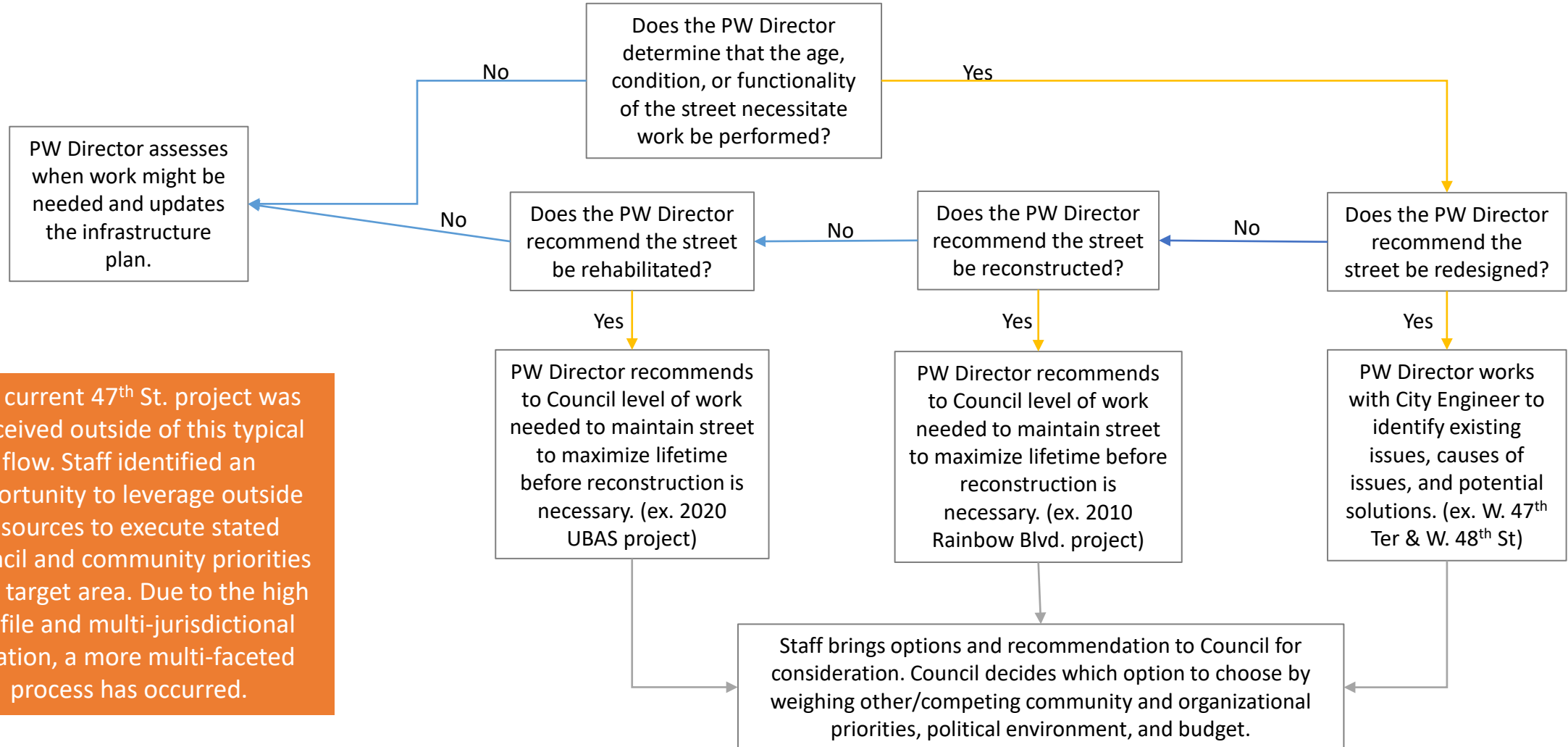
- Transportation policy and design approach aiming to make streets convenient and comfortable for all users
- The National Complete Streets Coalition, a program of Smart Growth America, is a non-profit, non-partisan alliance of public interest organizations and transportation professionals
- A Complete Street may include:
  - sidewalks
  - bike lanes (or wide paved shoulders)
  - special bus lanes
  - comfortable and accessible public transportation stops
  - frequent and safe crossing opportunities
  - median islands
  - accessible pedestrian signals
  - curb extensions
  - narrower travel lanes
  - roundabouts



# What has been the role of Complete Streets in past and current Westwood planning?



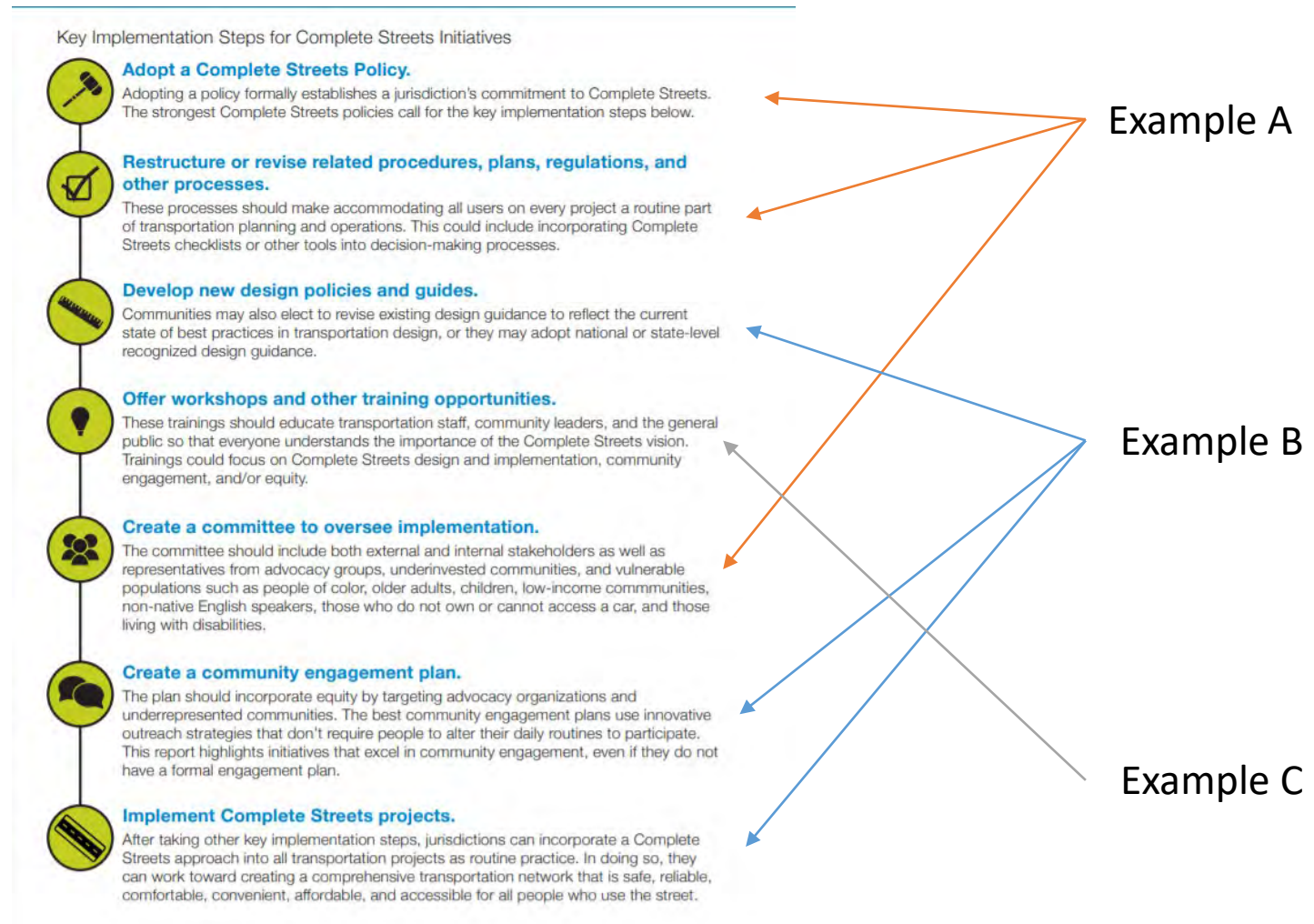
# How are design concepts for Westwood streets currently conceived and constructed?



# What does a formal commitment to Complete Streets look like?

This 2017 resource was created by Smart Growth America/National Complete Streets Coalition

Any number or combination of these steps could be considered a commitment to Complete Streets





#### **Adopt a Complete Streets Policy.**

Finalize policy contents at the City Council level and adopt in a form recommended by the City Attorney.



#### **Restructure or revise related procedures, plans, regulations, and other processes.**

Ensure all publicly and privately funded projects are designed as Complete Streets; exclusions would require approval of the City Council and must be due to documented cost/benefit, safety concerns, or contradictions with other existing policies; projects to be first considered by the Public Works Committee and then come to the City Council upon committee recommendation.



#### **Develop new design policies and guides.**

The Public Works Committee would work with staff to review and update all current and future policies, plans, ordinances, and other land use documents to specify how they will support Complete Streets. Ensure that during construction accommodations are provided to all road users to support safe, reliable movement.



#### **Offer workshops and other training opportunities.**

The Public Works Committee would create a training plan on Complete Streets principles and best practices for implementation for staff and decision makers .



#### **Create a committee to oversee implementation.**

The Public Works Committee would lead efforts to:

- Identify (or create a plan to identify) areas of disadvantage, disparities, and underrepresentation in Westwood
- Create a complete streets plan
- Inventory existing pedestrian and bicycle facility infrastructure to identify gaps in the sidewalk and bikeway network
- biannually review the City's progress on accepted metrics identified in the policy

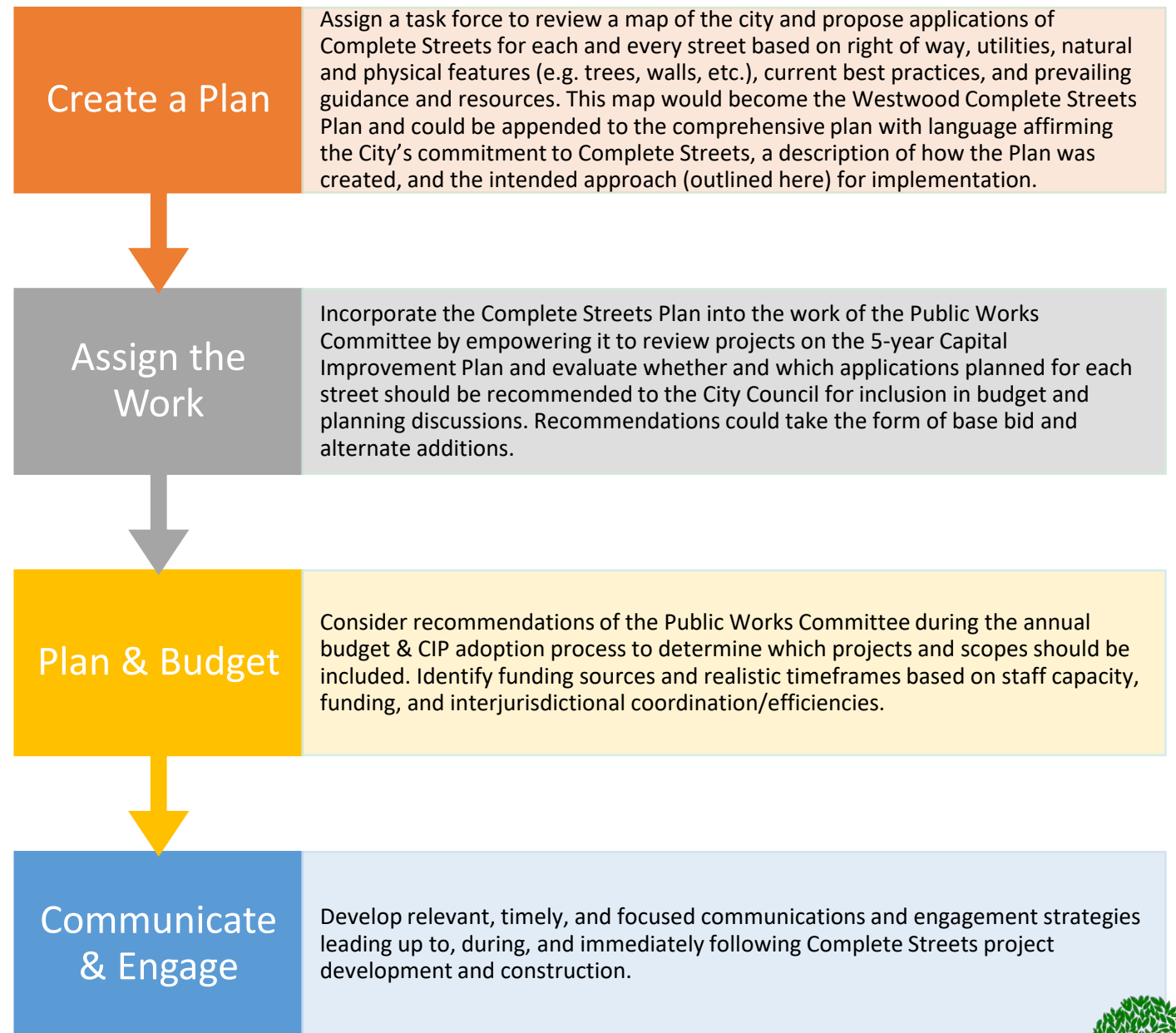


#### **Create a community engagement plan.**

Establish stakeholder groups as warranted to understand the impact of Complete Streets and to obtain feedback on projects that could be used to inform future projects.

# How could implementing a Complete Streets framework in Westwood look?

# How else could implementation look?



# What Would Adoption of a Policy Change?

## Status Quo

- Allow this Council and future Councils to decide which elements and users should be included in streets projects
- Non-vehicular elements of projects are planned as additions to a base bid (opt-in)
- Staff and Council work to identify and adhere to current community/organizational priorities as developed by formal planning documents/processes
- Projects are developed using standard, nationally recognized professional guidance
- Council keeps itself and staff accountable for achieving performance standards of streets
- Council allows private developers to determine the level and method of incorporating multi-modal elements in projects when and as they choose to include them in designs
- Council and staff take a passive stance in individuals' transportation choices and activities

## Complete Streets Policy (as presented)

- Adopt a formal policy to hold Council's and future Councils' feet to the fire to prioritize constructing streets for all users, not just vehicles and to prioritize projects that involve all users over projects that don't incorporate all users
- Non-vehicular elements of projects are planned within the base bid (opt-out)
- Council and community stakeholders establish current and future priorities based on existing planning documents and future processes to plan additional work
- Projects are developed using standard, nationally recognized professional guidance with emphasis added to multi-modal design
- Council and staff to be held accountable for new performance metrics established in policy and evaluated by the Public Works Committee and reported publicly
- Council determines where multi-modal elements should occur in the community and applies pressure to private developers to incorporate those in their projects
- Council and staff play an active role in encouraging active/alternative transportation choices of individuals



**CITY OF WESTWOOD, KANSAS  
RESOLUTION NO. 85-2020**

**A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS, ADOPTING A COMPLETE STREETS POLICY THAT SUPPORTS EASE OF USE AND SAFETY FOR ALL USERS OF TRANSPORTATION SYSTEMS WITHIN THE CITY OF WESTWOOD.**

**WHEREAS**, the concept of "Complete Streets" is to design and build streets that balance the safety and convenience of vehicular traffic with the needs of others, such as pedestrians, bicyclists and people of all ages and abilities;

**WHEREAS**, the Complete Streets concept does not prescribe a singular design for all streets, instead each street is considered to be unique and expected to respond to the needs of the community within the context of its link within the overall street system;

**WHEREAS**, the City of Westwood recognizes the importance of creating "Complete Streets" that enable safe travel by all users, including pedestrians, bicyclists, public transportation riders and drivers and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities;

**WHEREAS**, increasing walking and bicycling offers the potential for greater health of the population, and more livable communities; and

**WHEREAS**, Complete Streets support economic growth and community stability by providing accessible and efficient connections between home, school, work, recreation and retail destinations by improving the pedestrian and vehicular environments throughout communities; and

**WHEREAS**, the City of Westwood recognizes the importance of street infrastructure and modifications such as sidewalks, crosswalks, shared use paths, bicycle lanes, signage, narrow vehicle lanes and accessible curb ramps, that enable safe, convenient, and comfortable travel for all users.

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

**SECTION 1.** The City of Westwood, does hereby adopt the Complete Streets Policy attached hereto as Exhibit A and incorporated herein by reference in its entirety.

**ADOPTED by the Governing Body of the City of Westwood, Kansas, this 8<sup>th</sup> day of October, 2020.**

---

David E. Waters, Mayor

ATTEST:

---

Leslie Herring, City Clerk

APPROVED AS TO FORM AND LEGALITY

---

Ryan B. Denk, City Attorney



## Complete Streets Policy City of Westwood, Kansas

### **Vision and Intent**

Vision: Complete Streets are designed and operated to provide safety and accessibility for all users of our roadways and trails systems, including pedestrians, bicyclists, motorists, emergency vehicles, freight and commercial vehicles, and people of all ages and abilities. Furthermore, Complete Streets principles contribute toward the safety, health, equity, economic viability, and quality of life in a community by providing accessible and efficient connections between home, school, work, recreation, and retail destinations by improving the transportation environments throughout the community.

Intent: It is the intent of Westwood to formalize the planning, design, operation, and maintenance of streets so they are safe for individuals of all ages and abilities and provide a multimodal transportation network.

The purpose of Westwood's Complete Streets policy is to accommodate all road users by creating a road, sidewalk, and trail network that meets the needs of individuals by utilizing a variety of transportation needs. Furthermore, this policy directs decision makers to consistently plan, design, construct, and maintain streets to accommodate all road users, including, but not limited to pedestrians, bicyclists, motorists, emergency vehicles, and freight and commercial vehicles. The City of Westwood recognizes that all these users are legitimate users of the transportation network and deserve safe facilities. "All users" includes users of all ages and abilities.

Because Westwood's transportation system serves not only Westwood residents, but also users from Wyandotte County, other northeast Johnson County cities, and beyond on a regular basis, the City of Westwood must work to build a transportation system that serves residents while also aiding other users of the network.

The City of Westwood also recognizes that all projects: new, maintenance, or reconstruction, are opportunities to apply Complete Streets design principles. Furthermore, the City of Westwood will, to the maximum extent practical, design, construct, maintain, and operate all streets to provide a comprehensive and integrated street network of facilities for people of all ages and abilities.

Complete Streets Policy  
City of Westwood, Kansas

### Implementation

The City of Westwood shall make Complete Streets practices a routine part of everyday operations when feasible, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

The City of Westwood, by way of adoption of this policy, establishes the following criteria by which to evaluate transportation infrastructure projects to encourage funding prioritization for Complete Streets implementation:

- Connectivity – connecting existing infrastructure to existing infrastructure and creating additional connections to community assets (including, but not limited to, businesses, schools, medical facilities, parks, or libraries)
- Multimodality – implementing projects that expand infrastructure for modes of transportation other than the car
- Economic Development – proposed project supports broader efforts to enhance economic development
- Equity – project will broaden transportation needs for neighborhoods with limited connectivity to community assets

While any such Complete Streets projects are being constructed or repaired, the City of Westwood shall make every effort to ensure that appropriate accommodations are provided to support the safe, reliable movement of all road users within the project area, regardless of their preferred mode of transportation.

Complete Streets design recommendations, as set forth in the **City's Complete Streets Plan**, shall be incorporated into all publicly and privately funded projects, as appropriate. All transportation infrastructure and street design projects requiring funding or approval by the City of Westwood, as well as projects funded by the State and/or Federal government, shall adhere to Westwood's Complete Streets policy, with exclusions detailed herein.

The Complete Streets policy shall apply, from the date of adoption, to future transportation projects located within the City of Westwood, with certain exclusions permitted. Transportation infrastructure projects may be excluded upon approval of the City of Westwood where documentation and data indicate that:

1. Costs or impacts of accommodation are excessively disproportionate to the need or probable use or future use;
2. Such facilities may create unsafe conditions or are prohibited by law; or
3. Other policies, regulations, or requirements contradict or preclude implementation of Complete Streets principles.

**Introduction and review of transportation infrastructure and street design project plans and exclusions are to include the Westwood Public Works Committee who will apply Complete Streets policy principles and bring recommendations to the full Council for approval of plans and any exceptions.**

**Commented [LH1]:** This document should be created and appended to the comp plan. I recommend this document – Westwood Complete Streets Plan – include:

- A map of the entire city identifying which Complete Streets applications are appropriate/applicable, if any, on each and every street in Westwood;
- An inventory of pedestrian and bicycle facility infrastructure that will illustrate gaps in the sidewalk and bikeway network;
- Identification of areas of disadvantage, disparities, and underrepresentation as referenced in this policy document; and
- The SOP/checklist for identifying the need for and which accommodations are appropriate for any given project.
- The list of specific metrics to be collected and reported upon.

**Commented [LH2]:** I anticipate this process would look something like this:

- Council approves/adopts Complete Streets Plan
- PW Committee updates 5-year CIP and recommends for adoption during budget adoption; this allows an opportunity for Council review of scopes of upcoming projects to determine applicability of Complete Streets and other design elements desired/appropriate/practical
- As projects/years are on-deck for the coming year, Council reviews scope and decides final scope to bid out

Complete Streets Policy  
City of Westwood, Kansas

**Best Practices**

The Westwood Complete Streets Plan focuses on developing a connected, integrated network that serves all road users. Complete Streets will be integrated into policies, planning, and design of all types of public and private projects, including new construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on streets and redevelopment projects.

Implementation of the Westwood Complete Streets policy will be carried out cooperatively within all relevant departments in the City of Westwood and, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

Westwood recognizes that Complete Streets may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities over time.

In carrying out the work of the City's Comprehensive Plan and transportation related projects not included in the Comprehensive Plan, Westwood's community context including physical, economic, and social setting, shall continue to be a factor in decision making. The context-sensitive approach will include a range of goals by giving significant consideration to stakeholder and community values. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historic, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions in conformance with Westwood's Comprehensive Plan.

To the greatest extent possible, when implementing this policy, the City of Westwood shall work to identify and mitigate unintended consequences, such as involuntary displacement due to rising costs of living. Further, while this policy applies throughout the community, Westwood shall develop plans and set goals to identify, prioritize, and ensure successful implementation of Complete Streets to address now and in the future areas that might be impacted by historic disinvestment, poor health outcomes, or diminished access to transportation options.

The following design guidance, standards, and recommendations are currently used in the design of future projects and will continue to be used in the implementation of the Complete Streets policy:

- American Association of State Highway Transportation Officials (AASHTO)
- The United States Department of Transportation Federal Highway Administration's Manual of Uniform Traffic Design Controls (MUTCD)
- National Association of City Transportation Officials Design Guides, including Urban Street Stormwater Guide (NACTO)
- Small City and Rural Design Guide, Federal Highway Administration (FHWA)
- United States Access Board Guidelines and Standards, Americans with Disabilities Standards for Accessible Design, and Public Rights of Way Access Guidelines (ADA)
- The City of Westwood 2017 Master Plan
- 2018 47<sup>th</sup> Street Complete Street Plan

The list of resources listed above shall be updated at least once every five (5) years.

Complete Streets Policy  
City of Westwood, Kansas

### Performance Measures

In order to monitor and fully understand progress that is being made towards the implementation of Complete Streets, the Westwood Public Works Committee shall work to establish performance standards that are specific, equitable, and available to the public within six (6) months of adoption of this Complete Streets policy. It will be the purview of the Public Works Committee, in partnership with appropriate City staff, to collect data on the performance measures and release a public report biannually in conformance with this Complete Streets policy.

Anticipated internal/organizational and external/community-facing metrics categories could possibly include:

- Policy
- Personnel
- Safety
- Infrastructure/Single Element
- National or Regional Designations
- Community Engagement

To the extent practical, the data related to external-facing performance measures outlined within this policy shall be disaggregated to measure how implementation affects identified underrepresented populations and those residents with income, racial, vehicle access, and/or language disparities.

In order to more effectively support community engagement in the evaluation of City Council-approved, budgeted Complete Streets projects as well as projects recently completed; stakeholder groups will at times be convened to more thoroughly understand the impacts of Complete Streets projects, when appropriate. These groups shall be coordinated by the Public Works Committee, and shall be: provided specific, attainable objectives; comprised of appropriate members of the community based on stated objective; time-bound; tasked with specifying how they will overcome barriers to engagement for underrepresented communities; and directed as to how the Public Works Committee will incorporate deliverables into its recommendations to the City Council and independent decision-making.

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- Westwood business owner/operator,
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- Westwood View Elementary School/Shawnee Mission School District representative.



## Complete Streets Policy City of Westwood, Kansas

### **Vision and Intent**

**Vision:** Complete Streets are designed and operated to provide safety and accessibility for all users of our roadways and trails systems, including pedestrians, bicyclists, motorists, emergency vehicles, freight and commercial vehicles, and people of all ages and abilities. Furthermore, Complete Streets principles contribute toward the safety, health, equity, economic viability, and quality of life in a community by providing accessible and efficient connections between home, school, work, recreation, and retail destinations by improving the transportation environments throughout the community.

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