



CITY OF WESTWOOD, KANSAS
4700 RAINBOW BLVD.
WESTWOOD, KANSAS 66205

April 14, 2022

City Council Work Session: 6:00 PM
City Council Regular Meeting: 7:00 PM

Welcome to your Westwood City Council meeting. In an effort to mitigate the spread of COVID-19, this meeting may be attended remotely via Zoom:

Access Online:

<https://us02web.zoom.us/j/89908289796>

Access by Phone:

(312) 626-6799

Webinar ID: 899 0828 9796

CITY COUNCIL WORK SESSION AGENDA

[Note: This agenda is subject to changes, additions, or deletions at the discretion of the Governing Body]

- I. CALL TO ORDER**
- II. WORK SESSION ITEMS/DISCUSSION OF UPCOMING MATTERS**
 - A. [Discuss Recommended Changes to Westwood Municipal Code Chapter 2 – Animal Control and Regulation](#)
 - B. [Discuss Recommended Changes to Westwood Municipal Code Chapter 5 – Business Regulations](#)
- III. ADJOURNMENT TO REGULAR MEETING**

REGULAR MEETING AGENDA

[Note: This agenda is subject to changes, additions, or deletions at the discretion of the Governing Body]

- I. CALL TO ORDER**
- II. APPROVAL OF THE AGENDA**
- III. PUBLIC COMMENT**

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda, or about items on the regular agenda for which the Governing Body, at its discretion, accepts public comment. Public comment should be limited to 2-3 minutes and, unless the topic of public comment is before the Governing Body as part of its agenda, no action will be taken by the Governing Body on public comment items. Please state your name and address for the record. Persons attending virtually online will be able to make public comment by using the "raise hand" function on Zoom.
- IV. PRESENTATIONS AND PROCLAMATIONS**
 - A. [Proclamation of National Donate Life Month in Westwood](#)
 - B. [Proclamation of Arbor Day in Westwood](#)
- V. CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion (roll call vote). There will be no separate discussion of these items unless a member of the

Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- A. [Consider March 10, 2022 City Council Meeting Minutes](#)
- B. [Consider Appropriations Ordinance No. 737](#)

VI. MAYOR'S REPORT

VII. COMMITTEE REPORTS

Reports on events, meetings, updates, and policy matters or proposals undertaken by the committee for future consideration by the City Council.

- A. Administration and Compensation Committee
- B. Business and Community Affairs Committee
- C. Parks and Recreation Committee
- D. Public Safety Committee
- E. Public Works Committee

VIII. STAFF REPORTS

- A. [Administrative Report \(City Clerk and Chief Administrative Officer Leslie Herring\)](#)
- B. [Public Works Report \(Public Works Director John Sullivan\)](#)
- C. [Police/Court Report \(Police Chief Curt Mansell\)](#)
- D. [City Treasurer Report \(City Treasurer Michelle Ryan\)](#)
- E. City Attorney Report (City Attorney Ryan Denk)

IX. OLD BUSINESS

- A. [Ordinance No. 1026 Amending Chapter 1 – Administration of the Westwood Municipal Code](#)

X. NEW BUSINESS

- A. [Consider Agreement with Gould Evans for City Facilities Assessment and Feasibility Analysis](#)

XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS

XII. EXECUTIVE SESSION

- A. Preliminary Discussions Relating to the Acquisition of Real Property

XIII. ADJOURNMENT

UPCOMING MEETINGS

Regular meetings of the Westwood City Council are held at 7:00 PM on the second Thursday of each month. The next regular meeting of the Westwood City Council will be held Thursday, May 12, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at www.westwoodks.org. To receive further updates and communications, please see or sign up for the following:

Westwood Buzz Email: <https://bit.ly/3wA4DWx>
Facebook: [City of Westwood Kansas-Government](#)
[Westwood, KS Police Department](#)

STAFF REPORT

Meeting Date: April 14, 2022

Staff Contact: Leslie Herring, CAO / City Clerk

Discussion Item – Discuss Recommended Changes to Westwood Municipal Code Chapter 2 – Animal Control and Regulation

Background

In light of recent legal challenges to breed specific vicious dog municipal regulations, the Mayor directed staff to work with the City Attorney to propose changes to Westwood's Municipal Code removing breed specific provisions from the Code and to bring the matter to the Governing Body for discussion at a work session. As such, staff prepared a redlined version of the City's current Chapter 2 for discussion purposes and it is included in the meeting packet.

Staff Comments

In addition to the removal of breed specific language in the Vicious Animals section, staff also asks the Governing Body to consider removing the requirement that residents obtain a special permit from the Governing Body to have more than two cats or two dogs, as provided with Section 2-210 limiting the number of dogs and cats permitted. Although staff supports capping the total number of dogs or cats at three (3), administering the ordinance has proven to be challenging for staff issuing pet tags in terms of effectively conveying the limit and requirements to residents and gaining their understanding and willingness to obtain a special permit at a public meeting. Staff asks that the Governing Body consider the objectives of this provision and discuss whether it is desirable to leave the provision as-is, or allow staff to administratively license up to three dogs or three cats per household.

CHAPTER II. ANIMAL CONTROL AND REGULATION

- Article 1. Animals and Fowl Generally
- Article 2. Dogs and Cats
- Article 3. Northeast Animal Control Commission
- Article 4. Bees
- Article 5. Animal Nuisances
- Article 6. Other Animals

ARTICLE 1. ANIMALS AND FOWL GENERALLY

2-101. DEFINITIONS. For the purposes of this chapter, the following words and phrases shall mean:

- (a) Abandon - includes the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.
- (b) Animals - means all vertebrate and invertebrate animals such as but not limited to bovine cattle, horses and other equines, hogs, goats, dogs, cats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons, and other fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated.
- (c) Animal Shelter - means the facility or facilities operated by the city or its authorized agents or an authorized service provider for the purpose of impounding, adopting or caring for any seized, stray, homeless, relinquished or abandoned animals under the authority of this chapter or state law.
- (d) At-large - means to be outside of a fence or other enclosure which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to a stationary object within range of public thoroughfares are deemed to be at-large.
- (e) Bite - means any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin, caused by any animal, which is actually or suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.
- (f) Cat - means any member of the species felis catus, regardless of sex.
- (g) Dog - means any member of the species canis familiaris, regardless of sex.
- (h) Fowl - means all animals that are included in the zoological class aves, which shall include, but not limited to, chickens, ducks, geese, turkeys, guineas and pigeons. Generally excepting parrots, parakeets and similar birds commonly kept as pets.
- (i) Harbor - means any person who shall allow any animals to habitually remain or lodge or to be fed within his or her home, store, yard, enclosure or place of business or any other premises where he or she resides or controls.

(j) Impoundment - means taking an animal into the confinement, care, or custody of the city or its designated animal control entity, including, but not limited to, the municipal pound as designated herein.

(k) Kennel - means any establishment, commercial or otherwise, maintained for breeding, rearing, grooming, boarding, or otherwise harboring in an enclosure in one location only, more than five dogs.

(l) Livestock - includes, but is not limited to cattle, horses, goats, sheep or other animals commonly regarded or used as farm or ranch animals.

(m) Neutered - means any male or female cat or dog that has been permanently rendered sterile.

(n) Own - means and includes own, keep, harbor, shelter, manage, possess, or have a part interest in any animal. If a minor owns any such animal subject to the provisions of this chapter, the head of the household of which such minor is a member shall be deemed to own such animal for the purposes of this chapter.

(o) Owner - means the one who owns, or his or her employee, agent, or other competent person into whose charge an animal has been placed by the actual owner as described in subsection (q) above.

(p) Vaccination - means an injection of a vaccine, approved by the State Department of Health and Environment and administered by a licensed veterinarian for the purpose of immunizing an animal against rabies.

(q) Veterinarian - means a doctor of veterinary medicine licensed by the State of Kansas.

(Ord. No. ____)

2-102.

CRUELTY TO ANIMALS. It shall be unlawful for any person to:

(a) Willfully or maliciously kill, maim, disfigure, torture; beat with a stick, chain, club or other object; mutilate, poison, burn or scald with any substance; or otherwise cruelly set upon any animals, except that reasonable force may be employed to drive off vicious animals;

(b) Drive or work any animal cruelly or cruelly work any maimed, mutilated, infirm, sick or disabled animal, or cause, allow or permit the same to be done;

(c) Have, keep or harbor any animal which is infected with any dangerous or incurable and/or painfully crippling condition except as provided in section 2-103.

(d) Promote, stage, hold, manage, or in any way conduct any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal;

(e) Neglect or refuse to supply such animal with Necessary and Adequate Care necessary for health and well-being of such kind of animal. For purposes of this Section, Necessary and Adequate Care shall be defined to include the normal and prudent attention to the needs of an animal, including that care which is normally necessary to maintain good health in a specific species of animal, which includes, but is not limited to:

i). Provision of adequate food including wholesome foodstuffs suitable for the species provided at suitable intervals in a sanitary manner in quantities sufficient to maintain good health in an animal considering its age and condition;

ii). Provision of adequate health care including the provision to each healthy animal of all immunizations and preventive care required to maintain good health; space adequate to allow the animal rest and exercise sufficient to maintain

good health; and the provision to each sick, diseased or injured animal of necessary veterinary care or humane death;

iii). Provision of adequate shelter including a structurally sound, properly ventilated, sanitary and weatherproof shelter suitable for the species, conditions and age of the animal which provides access to shade from direct sunlight and regress from exposure to inclement weather condition; and,

iv). Provision of adequate water including continual access to or access at suitable intervals to a supply of clean, fresh, potable water provided in a sanitary manner suitable for the species, condition and age of the animal in sufficient amounts to maintain good health in the animal.

(f) Abandon or leave any animal in any place without making provisions for its proper care;

(g) These provisions shall not apply to the exceptions sanctioned under section 2-103.

(h) By any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with harmful or poisonous substances;

(i) To leave any animal confined in a vehicle for more than five (5) minutes in extreme weather conditions, defined as less than thirty degrees Fahrenheit (30° F.) or more than eighty degrees Fahrenheit (80° F.).

In addition to the penalties provided in section 1-116 of this code, the municipal court judge may order a person convicted of violation under this section to turn the animal involved over to a designated humane society. All such animals taken by the designated agency may be placed with another or more suitable person or destroyed humanely as soon thereafter as is conveniently possible.

(Ord. No. ____)

- 2-103. SAME; EXCEPTIONS. The provisions of section 2-102 shall not apply to:
- (a) Normal or accepted veterinary or veterinary hospital practices or treatment of animals under active veterinary care;
 - (b) Bona fide experiments carried on by commonly recognized research facilities;
 - (c) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 or Chapter 47 of the Kansas Statutes Annotated;
 - (d) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or by an authorized agent such as a licensed veterinarian, at the request of the owner;
 - (e) The humane killing of an animal by the animal control officer, a public health officer or a law enforcement officer in the performance of his or her official duty;
 - (f) The humane killing of an unclaimed animal after three full business days following the receipt of such animal at a municipal pound or an incorporated humane society shelter by the owner, operator or authorized agents of such establishments;
 - (g) Normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto

(Ord. No. ____)

2-104. **KEEPING ANIMALS.** It shall be unlawful for the owner, lessee, occupant or person in charge of any premises in the city to possess and maintain any animal or fowl within the city or permit to be maintained thereon any stable, shed, pen or other place where horses, mules, cattle, sheep, goats or swine, or undomesticated animals are kept. This provision shall not apply to:

- (a) The maintaining of dogs which are regulated by Article 2 of this chapter;
- (b) The maintaining of non-poisonous and non-vicious animals and fowl which are commonly kept as household pets, such as cats, hamsters, rabbits, parakeets, fish, and comparable animals, when kept as household pets and in a safe and sanitary manner in accordance with section 2-113 of this chapter;
- (c) The transporting of animals through the city by ordinary and customary means.

(Ord. No. ____)

2-105. **ANIMAL TRAPS.** It shall be unlawful for any person to use, place, set out, or deploy any animal trap aboveground, which makes use of a spring gun, spring jaws, clamping devices, cutting or stabbing mechanism or any other devices that will damage or severely injure any animal when caught or trapped by the device or trap. Nothing herein contained shall prohibit the use of animal traps that are so designed to trap and hold animals without injuring the animals. This Section shall not apply to the use of any trap specifically designed to kill rats, mice, gophers, moles, or vermin of significance to the public health. (Ord. No. ____)

2-106. **ANIMAL CONFINES; SHELTERS.** (a) It shall be unlawful for any person to keep or maintain any animal in any yard, structure or area that is not clean, dry and sanitary, free from debris and offensive odors that annoy any neighbor, and devoid of rodents and vermin.

(b) Excrement shall be removed at least daily from any animal shelter, pen or yard area where animals are kept, or more often if necessary to prevent or control odors, fly breeding, or rodent infestation. If excrement is stored on the premises by any animal owner, it shall be stored in adequate containers with fly-tight lids, and all such stored or accumulated wastes shall be disposed of at least once each week.

(c) All animal shelters, pens and yards shall be so located that adequate drainage is obtained, normal drying occurs, and standing water is not present.

(d) All animal shelters and board fences confining animals shall be maintained in good repair, and all animal shelters and board fences confining animals subject to residential and commercial classification shall be protected from deterioration by painting or comparable treatment.

(e) Barbed wire fences and electrically charged fences, except invisible pet fences, shall not be permitted for animal confines.

(f) All premises on which animals are kept shall be subject to inspection by the animal control officer, duly authorized law enforcement officer, or public health official. If the officer or official determines from such inspection that the premises are not being maintained in a clean and sanitary manner, he or she shall notify the owner of the animals in writing to correct the sanitation deficiencies within 24 hours after notice is served on the owner. Any animal kept under any condition which

could endanger the public or animal health or create a health nuisance may be impounded. Animals shall be released after fees are paid and cause for impoundment has been corrected.

(Ord. No. ____)

2-107. KEEPING OF LIVESTOCK OR FOWL PROHIBITED. It shall be unlawful for any person, either as owner, or as the agent, representative employee or bailee of any owner, or for any firm or corporation to keep, harbor or maintain any cattle, hogs, horses, mules, sheep, goats or other animals, chickens, ducks, geese, turkeys, or any other domestic fowl on any premises within the corporate limits of the city. (Ord. No. ____)

2-108. VICIOUS ANIMALS. (a) Prohibited: It shall be unlawful for any person to keep, possess or harbor a vicious animal within the city. Impoundment of animals whose owners have been cited for violation of this section shall be at the discretion of the animal control officer, if he or she reasonable believes said animal to be dangerous to the public health, welfare, or safety.

(b) Defined: For purposes of this chapter a vicious animal shall include:

(1) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or

(2) Any animal which attacks a human being or domestic animal without provocation;

(3) Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting;

(4) Any animal which is urged by its owner or harborer to attack, or whose owner or harborer threatens to provoke such animal to attack, any law enforcement officer while such officer is engaged in the performance of official duty.

~~(5) Any pit bull dog. Pit bull dog is defined to mean any and all of the following dogs:~~

~~_____ (A) The Staffordshire Bull Terrier breed of dog;~~

~~_____ (B) The American Staffordshire Bull Terrier breed of dog;~~

~~_____ (C) The American Pit Bull Terrier breed of dog;~~

~~_____ (D) Dogs which have the appearance and characteristics of being predominantly of the breed of dogs known as Staffordshire Bull Terrier; American Staffordshire Terrier; or American Pit Bull Terrier;~~

~~_____ (E) Presa Canario.~~

(c) Complaint: Whenever a sworn complaint is filed in the municipal court against the owner of an animal alleging that such animal is vicious and in violation of this section, the municipal judge shall hold a hearing to determine whether or not the animal is vicious within the meaning of this section and thereby in violation of this section. The owner of the animal shall be notified in writing of the time and place of the hearing at least one week prior to the hearing. In making a determination, the municipal judge shall consider the following:

(1) The seriousness of the attack or bite;

(2) Past history of attacks or bites;

(3) Likelihood of attacks or bites in the future;

(4) The condition and circumstances under which the animal is kept or confined;

(5) Other factors which may reasonably relate to the determination of whether or not the animal is vicious.

The municipal judge may order the impoundment of the animal, and / or the removal of the animal from the city. If such impoundment, or removal from the city is not possible or if prior court orders to restrain such animal have gone unheeded, the municipal judge may order the animal immediately destroyed.

(d) Vicious Dogs to be Muzzled: It shall be the duty of every owner, keeper or harbinger of any dog in the city, which dog is vicious or has been known to bite, chase, or run after any person or animal in the streets, alleys, or any public place in the city, to keep the same muzzled with a good and sufficient wire or leather muzzle, securely fastened so as to wholly prevent such dog from biting any animal or person until such time as a determination has been made by the court as to whether the dog is vicious or not. Any person owning, keeping or harboring any dog within the city limits contrary to this section shall be guilty of a violation of this code.

(e) Immediate Destruction: Nothing in this chapter shall be construed to prevent the animal control officer or any law enforcement officer from taking whatever action is reasonably necessary to protect himself or herself or members of the public from injury or danger, including immediate destruction of any vicious animal without notice to the owner.

(f) Release of: If a complaint has been filed in the municipal court against the owner of an impounded animal for a charge under this section, the animal shall not be released except on the order of the municipal judge, who may also direct the owner to pay all impounding fees in addition to any penalties for violation of this chapter. The municipal judge may, upon making a finding that an animal is vicious or that it represents a clear and present danger to the citizens or to other animals in the community, order the animal to be destroyed in a humane manner by the animal shelter. Surrender of an animal by the owner thereof to the animal control officer does not relieve or render the owner immune from the decision of the court, nor to the fees and fines which may result from a violation of this section.

(g) Confinement; Destruction; Removal by Judge. The municipal court judge shall have the authority to order any animal deemed to be dangerous or vicious to be confined, destroyed or permanently removed from the corporate City limits.

(Ord. No. ____)

2-109. RESERVED. (Ord. No. ____)

2-110. IMPOUNDMENT; FEE; NOTICE; RECORD.

(a) The animal control officer shall impound any animal found at-large in the City or constituting a nuisance or otherwise in violation of this chapter in a suitable pound or enclosure provided or contracted for by the City. The impounding officer shall make diligent inquiry as to the owner of the animal and shall notify the owner thereof of such impoundment as soon as reasonably possible.

- (b) In case the identity of the owner of the impounded animal cannot be ascertained, the animal control officer or law enforcement officer shall, upon taking any such animal into custody and impounding the same, make a record thereof, with a description of the animal and the date and place taken into custody and the place of impounding.
- (c) The city and/or the municipal pound shall be entitled to charge a fee for impoundment, together with any other fees or charges for feeding and maintaining any impounded animal.
(Ord. No. ____)

2-111. REDEMPTION OF IMPOUNDED ANIMALS. At any time before the sale or destruction of any animal impounded under the provisions of this article, except for animals impounded under sections 2-108 (vicious) and 2-112 (rabid), the owner thereof may redeem the animal by paying the animal control officer or any person in charge, the impounding fee and all costs incurred as a result of such impoundment. (Ord. No. ____)

2-112. IMPOUNDMENT OF RABIES SUSPECTS. (a) Any animal control officer or local health officer may take up, upon private or public property, any animal which has bitten or scratched a person or other animal and impound the animal in the city pound, securely penned and separated from other animals, or in a veterinary hospital or animal care facility for a period of not more than 30 days during which time the local health officer shall determine whether or not such animal is suffering from a disease and, if not, the local health officer shall authorize the release of the animal upon payment by the owner of the boarding fee therefore. The health officer may authorize the keeping of any such animal on the owner's premises if the owner produces a rabies vaccination certificate showing that the animal has valid rabies vaccination protection. Impoundment costs shall be borne by the owner. If in the opinion of the local health officer symptoms develop justifying a microscopic examination, then the animal shall be killed and examination made by the State Department of Health and Environment.

(b) In lieu of the provisions of subsection (a), the owner of any such animal may, at his or her own expense, take such animal to any duly qualified and licensed veterinarian in the city for observation. Such veterinarian shall report his or her findings in writing to the local health officer. If in the opinion of such veterinarian a microscopic examination is justified, then the animal shall be turned over to the animal control officer to be killed and examination made by the State Department of Health and Environment.

(c) Any animal desired for observation by the local health officer under this section shall be delivered to the animal control officer upon demand and shall not be withheld, hidden or harbored. Any person violating this provision shall be guilty of a violation of this code. Upon refusal of any person to so deliver such animal, the municipal judge shall cause a warrant to be issued for the arrest of such person, which warrant shall also provide for the surrender of the animal and shall be lawful authority for the apprehending and forcible taking of such animal.
(Ord. No. ____)

2-113. ANIMALS BITTEN BY RABID ANIMALS. Whenever a dog, cat or other animal is bitten by a rabid animal or an animal later proved to have been rabid, it

shall be the duty of the owner of the animal that is bitten, to report that fact to the local health officer, animal control officer and/or the police department. It shall also be the duty of the owner of the bitten animal to either destroy or have his or her bitten animal destroyed unless:

(a) The animal which was bitten had been vaccinated against rabies at least three weeks before being bitten and has a current vaccination; and

(b) If the bitten animal has a current vaccination, it shall be confined for 90 days; and

(c) The bitten animal shall be released from confinement only upon written order from the local health officer, who declares the animal to be free of rabies; and

(d) If the animal is found to have contracted rabies during confinement, it shall be properly disposed of.

(Ord. No. ____)

2-114.

ANIMAL CONTROL OFFICER; AUTHORITY TO IMPOUND; CITATION ALTERNATIVE. (a) There is hereby created the position of animal control officer for the city and such officer shall be charged with the enforcement of this chapter. The City may provide for the designation of the position of animal control officer through an appropriate interlocal agreement providing for the delegation of some or all of the duties of the animal control officer. Any person designated by the city as an animal control officer shall have such powers and authority as allowed by law in the enforcement of this chapter. Such animal control officers shall not have authority to issue municipal court citations for violation of this chapter which authority is reserved to law enforcement officers employed by the City.

(b) Animal control officers in enforcing this chapter may:

1). Take up and impound all animals found in the City in violation of the provisions of this Article;

2). Enter without a warrant upon private property to regulate or prohibit the running at large of any animal or the creation of an animal nuisance where such animal is found in plain sight, other than in a residence structure, and to seize such animal from said private property;

3). Enter without a warrant upon private property to apprehend a dangerous animal, a wild creature, or an animal suspected of being infected with rabies where such animal is found in plain sight, other than in a residential structure, and to seize such animal from said property;

4). Enter upon private property to investigate cruelty to animals; and,

5). Destroy, without notice, any animal that is dangerous, fierce or vicious; suspected of being infected with rabies, distemper or other zoonotic disease that presents an immediate danger to the public health and safety; or that is injured severely with no apparent chance of survival or in such pain as to warrant humane destruction.

(c) Law enforcement officers of the City may issue a citation to the owner, harbinger or keeper of an animal in violation of this chapter, and the person receiving the citation shall appear in the municipal court of the city to answer the charged violation of this chapter. In exercising such citation authority, law enforcement officers may exercise such powers of animal control officers identified in sub-section (b) of this section incident to and necessary to the exercise of such citation authority.

(Ord. No. ____)

2-115. SAME; CAPTURE/DESTRUCTION. When deemed necessary by the animal control officer for the health, safety and welfare of the residents of the city, such officers and/or their agents may:

(a) Place a humane trap on public or a requesting resident's property for the purpose of capturing any animal defined in this chapter as creating a nuisance in the city;

(b) Use any tranquilizer guns, humane traps, or other suitable devices to subdue and capture any animal that is deemed by the animal control officer, in his or her discretion, to be of a danger to itself or to the public health and safety.

(c) Use firearms or other suitable weapons to destroy any rabid animal as defined in 2-112, any vicious animal as defined in section 2-108, or any animal creating a nuisance as defined in section 2-502, where such animal is impossible or impractical to catch, capture or tranquilize, or whenever any animal poses a danger to persons, other animals, or property.

(Ord. No. ____)

2-116. SAME; RIGHT OF ENTRY; UNLAWFUL INTERFERENCE. (a) The animal control officer or any law enforcement officer shall have the right of entry upon any private unenclosed lots or lands for the purpose of collecting any animal whose presence thereupon is a violation of this chapter.

(b) It shall be unlawful for any person to interfere with the animal control officer in the exercise of his or her duties.

(c) Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the animal control officer or any law enforcement officer has reasonable cause to believe that there exists in any building or upon any premises any condition or violation which creates an unsafe, dangerous or hazardous condition, the animal control officer or law enforcement officer may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the animal control officer or law enforcement officer by this chapter; provided that if such building or premises be occupied, such officer shall first present proper credentials and request entry; and if such building or premises be unoccupied, such officer shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the animal control officer or law enforcement officer shall seek and obtain a search warrant prior to making entry. When the animal control officer or law enforcement officer shall have first obtained a proper search warrant to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the animal control officer or law enforcement officer for the purpose of inspection and examination pursuant to this chapter.

(Ord. No. ____)

- 2-117. VEHICULAR ACCIDENTS INVOLVING ANIMALS. Any person who as the operator of a motor vehicle strikes any animal shall stop at once and shall immediately report such injury or death to the owner of such animal, or in the event that the owner cannot be ascertained, and located, the operator shall at once report the accident to the animal control officer or any law enforcement officer.
(Ord. No. ____)
- 2-118. EMERGENCY; PROCLAMATION. The chief of police is hereby authorized whenever in his or her opinion the danger to the public safety from rabid animals is made imminent to issue a proclamation ordering all persons owning any animal in the city to confine the animal in a good and sufficient enclosure from which the animal cannot escape, or fasten such animal by means of a chain on the premises where the owner may reside, for such time as may be specified in such proclamation. Any animal not confined during such time may be disposed of wherever found by any police officer, or the animal control officer of the city. The owner of such animal may be prosecuted for such violation thereof.
(Ord. No. ____)
- 2-119. DEATH OF ANIMALS. All dead animals shall be disposed of by the owner or keepers within 24 hours of the animal's death, by burial, incineration in a facility approved by the animal control officer, by rendering or by other lawful means approved by the animal control officer. No dead animal shall be dumped on any public or private property. (Ord. No. ____)
- 2-120. MUNICIPAL POUND ESTABLISHED. A municipal pound shall be designated to carry out the provisions of this chapter. Such a pound may be operated under the authority of a contract with the City by a contractor or sub-contractor and all services required herein may be provided by a contractor or sub-contractor. When so contracted, the pound shall have the following services and facilities as a minimum:
- (a) Adequate pickup and impounding of all stray and ownerless dogs and cats and animals otherwise in violation of the provisions of this chapter.
 - (b) Group holding facilities for stray, ownerless and unvaccinated animals impounded for violation of the provisions of this chapter.
 - (c) Individual isolation facilities for sick, biting, rabid and suspected rabid animals.
 - (d) Facilities for the humane destruction of animals.
- (Ord. No. ____)
- 2-121. BREAKING POUND. (a) It shall be unlawful for any unauthorized person to open, unlock, break open or attempt to break open the pound, or to take or let out any animal placed therein, or take or attempt to take from an authorized officer of this city any animal taken up by him or her under the provisions of this chapter, or in any manner interfere with or hinder any authorized officer or employee of this city in catching, taking up, or impounding any animal.
- (b) It shall be unlawful for any person or persons, other than those duly authorized, to care for, feed, attempt to feed, or interfere in any way with the care of impounded animals.
(Ord. No. ____)

ARTICLE 2. DOGS AND CATS

2-201. REGISTRATION AND VACCINATION REQUIRED; FEE. (a) Every owner of any dog or cat over six months of age shall annually register with the city clerk his or her name and address with the name, sex and description of each dog or cat owned and kept within the city. It shall be unlawful for the owner of any newly acquired dog or cat, or any dog or cat brought into the city to fail to register such animal within 30 days from acquisition or bringing the dog into the city. It shall be unlawful for the owner of any previously registered dog to fail to maintain current registration of such dog or cat.

(b) Upon registration, the owner shall present a current, completed certificate of immunization against rabies. No registration shall follow without evidence of this document, and it shall be unlawful for the owner of any dog or cat over six months of age to fail to maintain effective rabies immunization of such dog or cat.

(c) The owner or harbinger of any dog or cat shall, at the time of registering such dog, present to the city clerk a certificate from an accredited veterinarian showing that a male dog or cat has been neutered or a female dog or cat has been spayed, if the dog or cat has been neutered or spayed.

(d) The city clerk shall collect an annual registration fee as established by resolution by the governing body for each neutered male dog or cat and for each spayed female dog or cat, and an additional fee as established by resolution by the governing body for each unneutered male dog or cat and for each unspayed female dog or cat.

(e) The registration year shall be from January 1st through December 31st of each year. The fee shall be payable before March 1st of each year without penalty.

Every owner or harbinger of dog(s) or cat(s) who shall fail to register the same prior to the 1st day of March of each year shall pay in addition to the registration fee a penalty fee for late registration as established by resolution by the governing body

(Ord. No. ____)

2-202. TAGS. It shall be the duty of the city clerk or designated agent, upon a showing of current rabies immunization and receipt of the registration fee hereinbefore required, to keep in a book suitable for the registration of dogs and cats, the time of the registration, the name of the owner or keeper, the number of the registration and the amount paid therefor, and shall deliver to the owner or keeper of the dog a certificate in writing, stating that the person has registered the dog or cat and the number by which the dog or cat is registered, and shall also deliver to the owner or keeper of the dog or cat a tag with the registration number and the registration year thereon, which shall be, by the owner or keeper, attached to the collar to be used on the dog or cat so registered. When any tag has become lost during a registration period, the owner of the dog may request a duplicate tag for the remainder of the registration period. When so requested, the city clerk shall, upon presentation of the registration certificate, issue a duplicate of such tag upon the payment of a fee as established by resolution by the governing body. It shall be unlawful for any person to take off or remove the city registration tag from any

dog or cat belonging to another, or remove the strap or collar on which the same is fastened. (Ord. No. ____)

2-203. SAME; COUNTERFEIT TAG. It shall be unlawful for any person to place on any dog or cat a tag issued for any other dog or cat or to make or use any false, forged or counterfeited tag or imitation thereof. (Ord. No. ____)

2-204. EVIDENCE OF VACCINATION. It shall be unlawful for the owner of any dog or cat kept within the city to fail to display a current certificate of immunization against rabies issued by an accredited veterinarian evidencing the vaccination of such dog or cat within two years, when requested by the animal control officer or any law enforcement officer. (Ord. No. ____)

2-205. VISITING DOGS and CATS. The provisions of this article with respect to registration shall not apply to any dog or cat owned by any person visiting or temporarily remaining within the city for less than 60 days. However, such dogs or cats shall be kept under restraint by the owner thereof at all times. (Ord. No. ____)

2-206. RUNNING AT LARGE; FINE. (a) It shall be unlawful for the owner or harbinger of any dog or cat to permit such animal to run at large within the city at any time;

(b) Any dog or cat running at large within the city shall be impounded as set out in section 2-207;

(c) The owner of any dog or cat impounded for running at large without the tag required by section 2-201 shall, for the first offense, pay a fine of \$50.00 plus the board bill. For a second offense of running at large without a tag, the fine shall be \$200.00.

(d) For the first offense of an animal running at large with a tag as required by section 2-201, the owner or harbinger claiming any animal, shall, in addition to presenting a registration receipt, pay the cost of the board bill. For a second offense within a one year period, the owner or harbinger shall pay a fine of \$50.00 plus the board bill. For a third and all subsequent offenses within a one year period, the owner or harbinger shall pay a fine of \$100.00 plus the cost of the board bill.

(Ord. No. ____)

2-207. IMPOUNDMENT; RECORD; NOTICE; REDEMPTION; MINIMUM FEE.

(a) Any dog or cat found in violation of the provisions of this article shall be subject to impoundment by the city.

(b) A record of all dogs and cats impounded shall be kept by the municipal pound containing the following information: color, sex, weight, height, identifying marks, registration number (if any) and the date of impoundment.

(c) No dog or cat impounded under this section shall be disposed of until after expiration of a minimum of three full business days of custody during which the public has clear access to inspect and recover the dog or cat through time periods ordinarily accepted as usual business hours. During such time of custody, the city, the animal control officer or the municipal pound shall attempt to notify the owner or custodian of any dog impounded by such facility if the owner or custodian

is known or reasonably ascertainable. Such dog or cat may at any time be released to the legal owner, moved to a veterinary hospital for treatment or observation, released in any manner, if such dog or cat was a gift to the animal shelter, or euthanized by a licensed veterinarian if it appears to the veterinarian that the dog or cat is diseased or disabled beyond recovery. If within three full business days the owner does not appear to claim the dog or cat, then the animal may be sold, euthanized or otherwise disposed of.

(d) If at any time before the sale or destruction of any dog or cat impounded under the provisions of this article, the owner of an impounded dog or cat does appear and redeem the animal, it shall be turned over to the person claiming it upon payment of any impoundment fees or penalties plus the actual costs of impoundment, and shall not apply to any dog alleged as being vicious under Section 2-108 of this Code or suspected of rabies under Section 2-112 of this Code.

(e) The minimum impoundment fee shall be the same as in 2-110.

(f) Any dog or cat impounded may not be released without a current rabies vaccination.

(g) Impoundment hereunder shall not preclude any court from imposing and executing any fine which might otherwise be levied under this article for violation of any of the provisions thereof; nor shall impoundment be a defense in any prosecution commenced hereunder.

(h) The redemption of any dog or cat impounded for a violation of any provision of this chapter shall be prima facie evidence of the violation of such provision by the person redeeming the dog or cat.

(Ord. No. ____)

2-208. DISPOSITION OF UNCLAIMED DOGS AND CATS. If any dog or cat is not redeemed by its owner or harbinger within the time allowed for redemption as specified in section 2-206 thereof, the animal control officer, any authorized law enforcement officer, any authorized veterinarian or any duly authorized pound personnel may destroy such dog or cat or sell the same for the costs of impoundment and keeping, plus any registration fee due for the current year.
(Ord. No. ____)

2-209. CONFINEMENT OF DOGS AND CATS IN HEAT. Any unsprayed female dog or cat in the stage of estrus (heat) shall be confined during such period of time in a house, building or secure enclosure, and the area of enclosure shall be so constructed that no other dog(s) or cat(s) may gain voluntary access to the confined animal except for purposes of planned breeding. Any animal that is in the state of estrus (heat) and that is not properly confined, or any such animal that is creating a neighborhood nuisance, shall be removed to a boarding kennel, to a veterinary hospital or to the animal shelter. All expenses incurred as a result of the confinement shall be paid by the owner. The owner of animals removed to the animal shelter shall be charged at the rate established from time to time by the animal shelter for routine confinement. (Ord. No. ____)

2-210. LIMIT ON DOGS AND CATS. ~~(a) It shall be unlawful to have more than two dogs and two cats over the age of three months, in any household residentially zoned property, without a special permit from the governing body. A special permit~~

~~for a third dog or a third cat may be approved administratively by the City Clerk. The application fee for such special permit shall be established by resolution by the governing body. No special permit shall be issued until an inspection certificate has been issued by the animal control officer certifying approval of the premises and compliance with the applicable laws of the City.~~ The City shall not allow more than three dogs or three cats per residence.

(b). Special Permits must be renewed annually.

(c). Should the City Clerk find cause to refuse either issuance or renewal of the special permit the applicant may appeal such determination to the City Council for determination. Upon receipt of a complaint relating any dogs or cats for which a special permit is required pursuant to subsection (a) above, the City Clerk may revoke any previously issued special permit, which revocation may be appealed to the City Council for determination.

(d). The City Council may refuse to renew, may suspend or may revoke a special permit if it finds any of the following:

(1) The premises are being maintained in violation of any applicable law of the State of Kansas, or of the City.

(2) The premises are being maintained so as to be a public nuisance.

(3) The premises are being maintained so as to be detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity. (Ord. No. ____)

2-211. MUZZLING. Whenever the mayor shall deem it necessary for the protection and welfare of the inhabitants of the city, he or she shall issue an order requiring all dogs kept within the city to be effectively muzzled for such length of time as may be specified in the order, to prevent them from biting or injuring persons or animals. Such order shall be published in the official newspaper of the city for such period of time as the mayor may deem necessary. (Ord. No. ____)

ARTICLE 3. RESERVED. (Ord. No. ____)

ARTICLE 4. BEES

- 2-401. KEEPING OF BEES. It shall be unlawful for any person to place, establish or maintain any colony of bees in or upon any premises within the corporate limits of the city unless the bees are kept in accordance with the provisions of this article.
(Ord. No. ____)
- 2-402. LICENSE REQUIRED. It shall be unlawful for any person to place or keep an apiary upon any property within the city limits without a license issued by the city clerk. The fee shall be set by resolution of the governing body of the city, and the fees shall defray, in part, the cost of inspection and enforcement of this article. The license shall be valid for a period of three years from the date of issuance.
(Ord. No. ____)
- 2-403. DEFINITIONS. As used in this article, the following words and terms shall have the meanings ascribed in this section unless the context of their usage clearly indicates another meaning:
- (a) Apiary - A place where bee colonies are kept.
 - (b) Bee - Any stage of the common domestic honey bee, *Apis Mellifera* species.
 - (c) Colony - A hive and its equipment and appurtenances including bees, comb, honey, pollen, and brood.
 - (d) Hive - A structure intended for the housing of a bee colony.
 - (e) Tract - A contiguous parcel of land under common ownership.
- (Ord. No. ____)
- 2-404. CERTAIN CONDUCT DECLARED UNLAWFUL. (a) The purpose of this article is to establish certain requirements of sound beekeeping practices, which are intended to avoid problems that may otherwise be associated with the keeping of bees in populated areas.
- (b) Notwithstanding compliance with the various requirements of this article it shall be unlawful for any beekeeper to keep any colony or colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of others, or interfere with the normal use and enjoyment of any public property or property of others.
(Ord. No. ____)
- 2-405. HIVES. All bee colonies shall be kept in Langstroth type hives with removable frames, which shall be kept in sound and usable condition. (Ord. No. ____)
- 2-406. WATER. Each beekeeper shall ensure that a convenient source of fresh, clean water is available at all times on his / her property to the bees so that the bees will not congregate at swimming pools, bibcocks, pet watering bowls, bird baths, or other water sources where they may cause human, bird, or domestic pet contact.
(Ord. No. ____)

- 2-407. GENERAL MAINTENANCE. Each beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee proof enclosure. (Ord. No. ____)
- 2-408. QUEENS. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to promptly requeen the colony. Queens shall be selected from stock breed for gentleness and non-swarming characteristics. (Ord. No. ____)
- 2-409. COLONY DENSITIES. (a) It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:
- (1) One-quarter acre or less tract size - two colonies;
 - (2) More than one-quarter acre but less than one-half acre tract size - four colonies.
- (b) For each two colonies authorized under colony densities (subsection (a)) there may be maintained upon the same tract one nucleus colony in a hive structure not exceeding one standard 95/8 inch depth ID frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within 30 days after the date is acquired.
(Ord. No. ____)
- 2-410. MARKING HIVES; PRESUMPTION OF BEEKEEPING. (a) In apiaries the name and telephone number shall be branded, painted, or otherwise clearly marked upon the structure of at least two hives and place at opposite ends of the apiary. Instead of marking the hives, the beekeeper may conspicuously post a sign setting forth the name, address and telephone number of the beekeeper.
- (b) Unless marked in accordance with subsection (a) it shall be presumed for purposes of this article that the beekeeper is the person or persons who own or otherwise have the present right of possession and control of the tract upon which a hive or hives are situated. The presumption may be rebutted by a written agreement authorizing another person to maintain the colony or colonies upon the tract setting forth the name, address, and telephone number of the other person who is acting as the beekeeper.
(Ord. No. ____)
- 2-411. INSPECTION. The city inspector or his or her designated agent shall have the right to inspect any hive between the hours of 8:00 a.m. and 5:00 p.m. Where practicable, prior notice shall be given to the beekeeper if he or she resides at the apiary or if his or her name is marked on the hives. The provisions of this section shall not be construed to require the inspection for the destruction of (1) any bee colony not residing in a hive structure intended for beekeeping or (2) any swarm of bees or (3) any colony residing in a beekeeping hive, which by virtue of its condition, has obviously been abandoned by the beekeeper.

(Ord. No. ____)

2-412. PUBLIC NUISANCE. Colonies kept contrary to this article are hereby declared a public nuisance and may be abated according to law. (Ord. No. ____)

ARTICLE 5. ANIMAL NUISANCES

2-501. NUISANCE PROHIBITED. It shall be unlawful for the owner or harbored of any animal to cause or permit such animal to perform, create or engage in an animal nuisance. Any animal found acting in any way forbidden by this article, in the determination of the animal control officer and/or law enforcement officer, shall hereby be declared a nuisance and its owner or harbored shall be subject to citation. (Ord. No. ____)

2-502. NUISANCE; ANIMAL ACTIVITIES PROHIBITED. It shall be unlawful for the owner of any animal to keep or maintain such animal in the city so as to constitute a nuisance. For the purpose of this section, nuisance is defined to include, but not be limited to, any animal which:

- (a) Runs at large or upon the private property of any other person or firm than the owner;
- (b) Molests or disturbs persons or vehicles by chasing, barking, or biting, or otherwise interferes with their use of public property including the public right-of-way;
- (c) Attacks or injures persons, or other domestic animals;
- (d) Damages public or private property other than that of its owner or harbored by its activities or with its excrement;
- (e) Scatters refuse that is bagged or otherwise contained;
- (f) Creates noxious or offensive odors;
- (e) Causes any condition which threatens or endangers the health or well-being of persons or other animals.

Any animal found acting in any way forbidden by this Section, in the determination of a law enforcement officer, shall hereby be declared a nuisance, and its owner shall be subject to citation. Knowledge, intent or scienter is not required for this offense. If a summons is issued charging violation of this provision, a subpoena shall also be issued to the complainant to testify to the nuisance under oath.

(Code 2008)

2-503. NOISY ANIMALS. (a). No person shall own or keep any animal that, by making excessive noise, disturbs an individual residing in, working in or owning a structure that is within 600 feet of the property on which the animal is kept.

(b). For purposes of this section, excessive noise means and includes any noise produced by an animal that is so loud and continuous or untimely as to disturb the sleep or peace of a neighbor of reasonable sensibilities.

(c). It shall be the duty of any person harboring or keeping such loud or noisy animal or animals to abate the condition, and if he or she fails to do so, the city may abate it by taking up, impounding and/or disposing of the animal at the expense of the owner.

(Ord. No. ____)

- 2-504. EXCREMENT. (a) It shall be unlawful for any person to appear with an animal upon the public ways, within public places or upon the property of another, absent that person's consent, without some means for the removal of excrement.
- (b) It shall be unlawful for any person to fail to immediately remove any excrement deposited by his or her animal upon any public or private property, other than the property of the owner of the animal. This section shall not apply to a blind or disabled person while walking his or her work dog.
- (Ord. No. ____)
- 2-505. FEMALE IN HEAT. All female animals in heat shall be confined in an enclosure or building in such a manner that the animal cannot come into contact with a male animal except for planned breeding. (Ord. No. ____)
- 2-506. DISEASED ANIMALS. It shall be unlawful for the owner of any domestic animal to knowingly cause or allow the same to run at large or be exposed in any public place anywhere in the city; or to ship or remove such animal from the owner's premises when same is afflicted with a contagious or infectious disease except under the supervision of the animal control officer. It shall be the duty of the animal control officer to order the disposition of such diseased animal and treatment of the affected premises to prevent the communication and spread of contagion or infection except in cases where the state veterinarian is empowered to act and does act. (Ord. No. ____)
- 2-507. DAMAGE TO PROPERTY. It shall be unlawful for any person owning or possessing a dog, cat, or other animal to permit such dog, cat or animal to go upon any sidewalk, or private lands or premises without the permission of the owner of such premises and break, tear up, crush, urinate, defecate, or otherwise destroy, damage, or disturb any lawn, flower bed, plant, shrub, tree, garden, trash collection, house, structure, or any personal property in any manner whatsoever.
- (Ord. No. ____)
- 2-508. PENALTY. Any person violating any of the provisions of this article shall upon conviction thereof be fined in a sum not exceeding \$500.00 or be imprisoned not to exceed 180 days, or be both so fined and imprisoned. (Ord. No. ____)

ARTICLE 6. OTHER ANIMALS

- 2-601. EXOTIC ANIMALS. (a) It shall be unlawful for any person, firm or corporation to keep, maintain or have in his or her possession or under his or her control within the city any poisonous reptile or any other dangerous wild animal or reptile, any vicious or dangerous animal or any other animal or reptile of wild, vicious or dangerous propensities.
- (b) It shall be unlawful for any person to keep, maintain or have in his or her possession or under his or her control within the city any of the following animals:
- (1) All poisonous animals including rear-fang snakes.
 - (2) Apes: Chimpanzees; gibbons; gorillas, orangutans; and siamangs.
 - (3) Baboons.
 - (4) Badgers.

- (5) Bears.
- (6) Bison.
- (7) Bobcats.
- (8) Cattle, Bovine, livestock
- (9) Cheetahs.
- (10) Crocodilians, 30 inches in length or more.
- (11) Constrictor snakes, six feet in length or more.
- (12) Coyotes.
- (13) Deer; includes all members of the deer family, for example, white-tailed deer, elk, antelope and moose.
- (14) Eagles
- (15) Elephants.
- (16) Falcons
- (17) Game cocks and other fighting birds.
- (18) Hawks
- (19) Hippopotami.
- (20) Hyenas.
- (21) Jaguars.
- (22) Leopards.
- (23) Lions.
- (24) Lynxes.
- (25) Monkeys.
- (26) Ostriches.
- (27) Owls and other raptors
- (28) Pigs
- (29) Pumas; also known as cougars, mountain lions and panthers.
- (30) Raccoons.
- (31) Rhinoceroses.
- (32) Skunks.
- (33) Tigers.
- (34) Wolves.

(c) The prohibitions of this section shall not apply to bona fide pet shops, zoos, circuses, carnivals, educational institutions, or medical institutions, if:

(1) Their location conforms to the provisions of the zoning ordinance of the city.

(2) All animals and animal quarters are kept in a clean and sanitary condition and so maintained as to eliminate objectionable odors.

(3) Animals are maintained in quarters so constructed as to prevent their escape.

(d) The municipal judge shall have the authority to order any animal deemed vicious confined, destroyed or removed from the city.

(Ord. No. ____)

STAFF REPORT

Meeting Date: April 14, 2022

Staff Contact: Leslie Herring, CAO / City Clerk

Discussion Item – Discuss Recommended Changes to Westwood Municipal Code Chapter 5 – Business Regulations

Background

In 2019, members of the Governing Body began research and conversation around short-term rentals operating within Westwood. Shortly after that work began, the Governing Body's attention and focus was pulled to other matters requiring more immediate attention as the City experienced changes in composition and leadership and the COVID-19 pandemic of 2020 and 2021 dramatically reduced the volume of activity at short-term rentals and, as such, the volume of neighbor concerns about their operations and regulation.

More recently, upon direction of the Mayor, this topic is being brought back for discussion amongst the Governing Body. To aid the discussion, the Mayor is submitting for reference draft modifications he made to Chapter 5 – Business Regulations during his tenure as a City Councilmember.

Staff Comments

Currently, City staff issues annual rental licenses to short-term rentals through the same program and process as long-term/permanent rentals. These short-term rental units are inspected by the Building Official through our rental licensing program and staff periodically searches popular short-term rental sites including Airbnb and VRBO to cross-check the rentals licensed through our program. However, as those websites often don't show the exterior of the property nor list an address, there could possibly be short-term rentals operating without a license from the City.

ARTICLE 1. GENERAL REGULATIONS AND LICENSES

5-101. DEFINITIONS.

Terms as used in this chapter shall be defined as follows:

(a) Person - means any individual, partnership, corporation, firm, or gas station, association, joint stock company or syndicate who or which is engaged in any business, trade, occupation or profession, or rendering or furnishing any service for profit or livelihood and subject to the provisions of this article. ~~That~~that any individual in the direct employ of any person licensed under the provisions of this article is not a person unless such individual operates as a subcontractor; but if such individual performs any service or practices his or her skill for compensation for any person other than his or her licensed employer, he or she is a person and must pay the ~~tax~~fee and obtain a license if such be required by the terms of this article.

(b) Business - means and includes businesses, trades, occupations, and professions, ~~the renting or leasing (or the offering for rent or lease) of property for residential or business use~~, and also the rendering or furnishing of a service; provided, that the name of a business, trade, occupation or profession may be used, and when so used, shall refer to the particular business, trade, occupation or profession. The term shall also mean and include the renting or leasing (or the offering for rent or lease) of property for residential or business use, whether for long-term or for short-term, as further set forth in Article 11 of this Chapter.

(c) Business Property - Any property subject to licensure herein or upon which any commercial, business or professional activity is conducted, except as may be exempt by state law or other authority.

(d) Home Business - Any business or activity operated out of the home, a material purpose for which is the conduct of commerce or some other business of commercial enterprise for profit or gain. Any declaration of income on any government tax form generated from a home-based enterprise is prima facie evidence of the establishment and operation of a business on the premises.

(e) ~~Tax~~Fee - means an occupation or license fee for city revenue without regulations upon and for the privilege of engaging in business as herein defined.

(f) License - means the documents issued by the city acknowledging payment of the required amount of ~~tax~~license fee, and stating the name of the licensee, the kind of business and where located, the period which the ~~tax~~license fee covers, such other matter as may be required and signed by the proper officer or officers.

(g) Dwelling – shall have the meaning given to such term in Article 11 of this Chapter V.

5-102. LICENSE REQUIRED.

It shall be unlawful for any person, firm, or corporation to conduct or pursue any occupation, business or profession, for which a license is required under this chapter, without having a valid license in possession or on the licensed premises.

5-103. PURPOSE.

~~The~~Except as otherwise provided in Article 11 of this Chapter V, the licenses provided for herein are solely for the purpose of providing revenue to defray a part of the expenses of the city, and not for the purpose of regulation.

5-104. EXEMPTIONS.

Nothing herein shall be construed as applying to or taxing:

- (a) The interstate portion of any business;
- (b) Any business the taxing of which by a city is prohibited by the statutes of the State of Kansas;
- (c) Instrumentalities of the government of the United States, unless authorized by laws of the United States;
- (d) Organizations of any kind or the employees thereof wholly for charitable, religious, benevolent, fraternal, civic, educational, military, municipal or similar purposes, and from which profit is not derived, either directly or indirectly by any individual.

The city clerk may require any business, instrumentality, or organization claiming to be exempt under this section to file with the city clerk a verified statement stating the facts upon which exemption is claimed.

5-105. OCCUPATION FEES LEVIED.

There are hereby levied occupation fees in the amounts and for the periods stated upon the business as hereinafter stated:

- (a) Any occupation of a service character conducted in a residence which occupation is clearly secondary to the main use of the premises as a dwelling place and does not change the character thereof, and does not change the appearance with signs, material, equipment, noise, odor or other nuisance or unusual pedestrian by vehicular traffic pertinent to such home occupation which shall be carried on by members of a family residing in the dwelling, and in connection with which there is kept no stock in trade or commodity for sale upon the premises shall pay an occupational fee of \$25.00 per year.
- (b) All indoor/outdoor recreational facilities shall pay an occupational fee of \$350.00 per location.
- (c) All callings, trades, professions, occupations, manufacturers, stores, industries, processors, wholesalers and similar activities, the occupation fee of which is not set forth in subsections (a) or (b) of this section, shall pay an occupation fee computed on the basis of five cents (\$.05) per square foot of the floor which it occupies which has the greatest area without regard to use; five cents (\$.05) per square foot of other floor areas when used for retail sales and five-tenths of one cent (\$.005) per square foot of outside display or drive-in service area occupied. When a business occupies multiple floors (except retail sales as provided herein above) the fee shall be

calculated upon the floor which has the greatest area, the minimum occupation fee computed as herein provided shall not be less than \$50.00 per year.

(d) Cereal malt beverages; alcoholic liquor.

(1) Sales of cereal malt beverages in original containers for consumption off the premises shall pay an occupational fee of \$50.00 per year, which shall be in addition to any other occupation licenses required in connection with any other business of the applicant.

(2) Cereal malt beverages at retail for consumption on the premises shall pay an occupational fee of \$100.00 per year.

(3) Sale of alcoholic liquor by the package at retail or for consumption on the premises shall pay an occupational fee of \$300.00 per year.

(e) Rental/Leasing Businesses. - Persons engaged in the business of owning residential ~~rental~~ properties in the city for renting or leasing, whether as long-term rentals, short-term rentals, or otherwise, shall pay an annual occupational fee of \$30.00 per structure; ~~if the rental property is offered for lease by a leasing agent of the owner, then the fee required shall be made and paid by the leasing agent, unless paid by the owner; if any rental property is offered for lease by the owner of a property who is not a resident of Johnson County, the owner must designate a resident agent who resides in Johnson County. The agent shall be responsible for the payment of all fees and penalties as provided herein,~~ rented or leased, or offered for rent or for lease; provided, that as to any multi-tenant residential property, the annual occupational fee shall be paid as to each unit rented or leased, or offered for rent or for lease. Short-term rental and leasing businesses shall be further subject to the provisions of Article 11 of this Chapter V.

If any person fails or refuses to pay any fee or penalties as provided by this section, the city may collect the amount due in the same manner as a personal debt of the property owner to the city by bringing an action in the District Court of Johnson County. Such actions may be maintained, prosecuted, and all proceedings taken, including any award of post-judgment interest to the same effect and extent as for the enforcement of any action for debt. All provisional remedies available in such actions shall be and are hereby made available to the city in the enforcement of the payment of such obligations. In such actions, the city also shall be entitled to recover interest at the rate provided in K.S.A 79-2968, and amendments thereto from and after the date a delinquency occurs in the payment of the fee. The amount owing may be assessed against the property and the city clerk may at the time of certifying other taxes to the county clerk, certify the aforesaid fees and penalties owing by the proper owner; and the county clerk shall extend the same on the tax roll of the county against the lot or parcel of ground, and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner of a civil action as described herein, but only until the full cost and any applicable interest has been paid in full.

5-106. TWO OR MORE BUSINESSES, SAME LOCATION.

A person engaged in two or more businesses at the same location shall not be required to obtain separate licenses for each business but shall be issued one license at the highest fee applicable.

5-107. LEASED DEPARTMENTS.

Any person operating what is commonly known as a leased department in a business establishment shall pay the fee applicable to the business conducted by the department.

5-108. LICENSE APPLICATION: PROCEDURE.

Any person shall, before engaging in any business or before continuing such business after a license has expired, make application for a license and pay the proper fee. Application shall be made to the city clerk giving the name of the person, the kind of business, location and such other information as may be necessary, or directed by the city clerk, to determine the amount to be paid. All such information furnished the city clerk shall be true, to the knowledge of the person making such application and any such false information as to the kind of business, location, use of the property and such other information as is required by the city clerk, shall subject such license to be declared void and subject such person to the penalty as set out in section ~~5-346~~5-116 hereof. The city clerk may, in his or her discretion, cause an investigation to be made to determine the accuracy of such statements furnished the city clerk.

5-109. SAME; RECEIPT AND LICENSE.

The city clerk shall, when satisfied of the accuracy of the information and the proper amount having been paid, issue a receipt stating the name of the person, kind of business, his, her or its location, the date of issuance, the amount paid, the duration and expiration. In addition to the receipt, the city clerk shall issue a license stating the name of the licensee, the nature of the business, the exact location, if possible, the amount paid and date, and date of expiration. The license shall be signed by the city clerk.

5-110. EXPIRATION OF LICENSE.

All annual licenses shall expire on January 15 of each year: Provided, ~~That~~that when a business begins operation on or after July 1 of any year, the amount charged shall be one-half of the annual amount.

5-111. TRANSFERS.

(a) There shall be no transfer of license from one person to another, except that where a business, including stock, if any, is sold and the new owner continues the business at the same location and under the same name, the license shall continue to expiration. If the holder of a license moves a stock of goods from the location stated on the license to another location and begins business at the new location, he or she may return the license to the city clerk and secure a substitute license upon payment of a fee set by the governing body and any additional prorated amount for the unexpired term, should a greater amount be required at the new location.

(b) The annual fee is non-refundable. No reduction in the fee will be refunded if a business should become subject to a smaller fee during a given year.

5-112. LATE PAYMENT, PENALTY.

Any person who, under the provisions of this article, is required to pay a fee, and who does not pay the fee within thirty (30) days after it becomes due, shall pay, in addition to the fee, a penalty of ten percent (10%) of the amount of the fee; and 10% of the fee shall be added as a penalty for each additional thirty (30) days' delinquency.

5-113. DISPOSITION OF REVENUE.

The revenue received under the provisions of this article shall be credited to the city general fund.

5-114. LICENSE TO BE DISPLAYED.

All persons not having permanent location are required to carry their license with them. A licensee shall present his or her license for inspection when requested to do so by any officer of the city.

5-115. BUSINESS TRANSACTIONS NOT INVALID.

The pursuing, conducting or carrying on of any business without the payment of the fee required and without having secured a license as provided by this article shall not affect the validity of any business transaction; which would otherwise be lawful.

5-116. PAYMENT OF FINE DOES NOT PAY FEE; CIVIL ACTION.

The payment of a fine or the serving of a jail sentence for failure to pay the fee and secure a license shall not constitute payment of the fee and does not excuse the person from making payment, and the city may proceed by civil action to collect the fee.

5-117. PENALTY.

Any person, as defined by this article who shall conduct, pursue, carry on or operate within the corporate limits of the city any business as defined by this article, and any individual who shall assist directly or indirectly, in so doing in any manner or to any extent, either as owner, proprietor, manager, superintendent, partner, agent, servant, or employee of any person after a fee should have been paid and a license obtained to conduct, pursue, carry on or operate such business and the fee has not been paid and a license obtained, shall be deemed to do so unlawfully and upon conviction thereof in the municipal court shall be punished by a fine of not more than \$500.00, or by imprisonment in the city jail for a period not exceeding one hundred eighty (180) days, or by both such fine and imprisonment. A separate offense shall be deemed committed on each day during or at which a violation occurs or continues.

5-118. SALES ON PUBLIC PROPERTY.

No merchandise, goods, wares or edible products of any nature whatsoever may be displayed for sale or sold within and upon the city streets or public property, except

upon proper application for a license for the use of public grounds as set forth in section 12-104 of this code.

5-119. NEW GOODS PUBLIC AUCTION: LICENSE FEE.

The license fee for the conduct of a new goods public auction shall be \$25.00 per day as provided in K.S.A. 58-1019, as amended.

5-120. RIGHT TO INSPECT BUSINESS PROPERTY AND RENTAL PROPERTY.

~~The~~(a) To the extent permitted by law, including but not limited to K.S.A. 12-16,138, as amended, the city shall have the right to enter upon any business property ~~to the extent permitted by law, or rental property or dwelling~~ to determine:

~~(a)~~(1) The use of the property is in compliance with the applicable zoning laws.

~~(b)~~(2) The property meets the requirements of the city's building and safety codes.

~~(c)~~(3) No condition exists in the structure or on the property upon which it is located constituting a violation of any other code or ordinance of the city.

Inspections shall be undertaken with the consent of the lawful occupant or other person exercising control of the business property or dwelling, or by issuance of an administrative search warrant. Any lawful occupant residing in a rental dwelling located within the corporate limits of the City may request an interior inspection of the property at any time by the City.

(b) Whenever the City building official or designated representative determines that any business property or dwelling fails to meet the requirements set forth in this Article or set forth in such laws, codes, or ordinances, he or she shall suspend the license previously issued and shall issue a notice that such failure must be corrected. This notice shall:

(1) Be in writing;

(2) Set forth the alleged violations;

(3) Describe the business property or dwelling where the violation or violations are alleged to exist or have been committed;

(4) Provide a reasonable time, not to exceed sixty (60) days, for the correction of any alleged violations;

(5) Be served on the owner of the business or dwelling personally, or by certified mail, addressed to the last known place of residence of the business

owner or property owner, or the address of the owner provided on the application for license. If upon a diligent effort to locate the owner, the owner cannot be found, notice may be posted on or near the business located on the property described in the notice.

(c) A license suspended pursuant to the provisions hereof shall be reinstated upon correction of the violation set forth in the notice within the time provided in the notice.

(d) Whenever an owner of a business or dwelling neglects or refuses to make repairs or take other corrective action called for by order or notice of violation issued by the City building official within the time allowed by the notice, the City building official shall revoke the license previously issued and shall post a notice on the business, dwelling, or other property stating the nature of the violation and that the license to operate the business is revoked.

(e) Notwithstanding the foregoing, nothing in this Article shall be deemed to prohibit or limit the ability of the City abate or remedy any nuisance, any unsafe, dangerous, or abandoned structure, or any immediate hazards under City Code or other applicable law, including but not limited to K.S.A. 12-1751 et seq., K.S.A. 12-1671e, and/or K.S.A. 12-1617g, as amended.

ARTICLE 11. RENTAL PROPERTIES

5-1101. RENTAL HOUSING; PURPOSE.

The purpose of this article is to protect the public health, safety and general welfare of the people of the City with regard to short-term rental housing, including protecting the character and stability of residential areas, and preserving the value of land and buildings throughout the City.

5-1102. DEFINITIONS.

(a) Owner - means any person, partnership, company, trust, firm, corporation, or other entity who, alone, or jointly or severally with others, is the title holder of any property upon which a dwelling is located. For purposes of the article, owner shall include the titleholder, any employee or agent of the titleholder, a trustee serving for the benefit of any titleholder, a conservator of the estate of any titleholder, or an executor or administrator of the estate of any deceased titleholder.

(b) Property - means the lot, tract, or parcel of real estate upon which a dwelling is located.

(c) Single family dwelling – means any dwelling located on property which has been zoned as R-1 Single Family Residential District pursuant to the zoning laws of the City.

(d) Dwelling – means any building or portion thereof, which is designed or used for residential dwelling purposes.

(e) Duplex, Two-Family House - means a dwelling having quarters with separate entrances for two families, the design of which may have two stories, with a separate dwelling on each floor, or adjacent accommodations on the same level(s).

(f) Multi-family dwelling – means a dwelling in which more than two (2) families or households live independently of each other and cook within their own living quarters.

(g) Short-term rental - means any dwelling, dwelling unit, rooming unit, room or portion of any dwelling unit, rooming unit or room rented or leased for valuable consideration for periods of time less than thirty (30) days and where the rental may only serve as an accessory use; provided, that the term shall not include a "group home" as defined under K.S.A. 12-736(b)(1), as amended.

5-1103. LICENSE REQUIRED.

It shall be unlawful for the owner of a single-family dwelling, duplex, or multi-family dwelling to lease or rent such dwelling, or offer to rent or lease such dwelling, whether as a long-term rental, short-term rental, or otherwise, without first obtaining a license as provided in Article 1 of this Chapter V. If the rental property is offered for lease by a leasing agent of the owner, then the fee required shall be made and paid by the leasing agent, unless paid by the owner. If any rental property is offered

for lease by the owner of a property who is not a resident of Johnson County, Kansas, the owner must designate a resident agent who resides in Johnson County. The agent shall be responsible for the payment of all fees and penalties as provided herein and in Article 1 of this Chapter V.

5-1104 SHORT-TERM RENTAL REQUIREMENTS.

Properties rented or leased, or offered for rental or lease, on a short-term rental basis, and the owners thereof, shall comply with the following requirements:

(a) A short-term rental may only serve as an accessory use of a dwelling. Short-term rentals shall not exceed one-hundred eighty (180) nights during any one calendar year.

(b) Any owner hosting short-term rentals must provide written courtesy notices to the owners of all properties sharing an adjacent border or corner with the property upon which the short-term rental is or will be located, and to the owners of property across the street (or streets, if located on a corner lot). Evidence of this notification must be provided to the City prior to approval of a license under Article 1 of this Chapter V.

(c) Any short-term rental operating within the City must include the City license number on marketing materials and online platforms the owner or its agents are using to advertise the short-term rental. No exterior evidence that the property is being used as a short-term rental shall be allowed, including signs.

(d) Owners shall post prominently in the short-term rental dwelling the City's rules and regulations regarding noise limits and on-street parking, limitations on numbers of pets and animals, the days and times of trash service/pick-up for the short-term rental property, and such other applicable regulations as the City may require.

(e) No more than two (2) persons per each bedroom being rented, plus one additional person per dwelling, not to exceed six (6) guests per dwelling, may occupy the dwelling.

(f) The dwelling may not be rented or offered for use as reception space, party space, meeting space, or for other similar events open to non-resident guests. No food service (e.g., bed and breakfast) may be provided by the host.

5-1105. RIGHT TO INSPECT RENTAL PROPERTY.

The City shall have the right to enter upon any rental property or dwelling in accordance with the provisions of Section 5-120 of this City Code.

CITY OF WESTWOOD, KANSAS

PROCLAMATION

WHEREAS, Organ donation is a selfless gift that, in 2021, saved more than 34,800 lives across our country; and

WHEREAS, Midwest Transplant Network, our local organ procurement organization serving all of Kansas and the western two-thirds of Missouri, coordinated 981 organ transplants and more than 1,864 tissue and cornea donations to save and heal more than 186,400 people in 2021; and

WHEREAS, The mission of Midwest Transplant Network is to save lives by honoring the gift of organ and tissue donation with dignity and compassion; the organization is leading organ and tissue donation through excellence, quality and partnership; and

WHEREAS, The number of people on the organ transplant waiting list continues to far exceed the number of registered donors; and

WHEREAS, Ninety- percent of our country's population supports organ donation but only 60 percent are registered as donors; and

WHEREAS, A single donor can save as many as eight lives and improve up to 100 more; and

WHEREAS, Registering as an organ donor takes only seconds online at [ShareLifeMidwest.com](https://www.sharelifemidwest.com) or at local licensing, treasury or Department of Revenue offices; and

WHEREAS, April is National Donate Life Month — a time when local, regional and national activities focus on encouraging organ donor registration; and

WHEREAS, Midwest Transplant Network is simultaneously running the Green Ribbon Campaign to further raise awareness of the critical need for registered organ and tissue donors and to encourage residents to give hope and share life.

NOW, THEREFORE, I, David E. Waters, Mayor of the City of Westwood, Kansas, do hereby proclaim the month of April 2022, as Donate Life Month In Westwood, Kansas to honor all those who have made the decision to donate life, to focus attention on the critical need for donation and to encourage all Kansas residents to register as organ, eye and tissue donors.

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS
THIS 14TH DAY OF APRIL, 2022.**

David E. Waters
Mayor

ATTEST:

Leslie Herring
Chief Administrative Officer/City Clerk

CITY OF WESTWOOD, KANSAS

PROCLAMATION

ARBOR DAY

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees can reduce the erosion of precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuels for our fires and countless other wood products; and,

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and,

WHEREAS, trees are a source of joy and spiritual renewal; and,

WHEREAS, Westwood, Kansas has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, I, David E. Waters, Mayor of Westwood, do hereby proclaim Friday April 29, 2022, as ARBOR DAY in the City of Westwood, Kansas and urge all citizens to support efforts to care for our trees and woodlands and to support our city's community forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and have affixed the Official Seal of Westwood.

David E. Waters, Mayor

Leslie Herring, City Clerk

City of Westwood, Kansas
City Council Work Session
4700 Rainbow Boulevard
March 10, 2022 – 6:00 PM

Council Present: David E. Waters, Mayor
Jeff Harris, Council President
Andrew Buckman, Councilmember
Jason Hannaman, Councilmember
Laura Steele, Councilmember – via Zoom
Holly Wimer, Councilmember

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk
Curt Mansell, 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 6:00 p.m. on March 10, 2022. The meeting was held virtually via Zoom.

Roles of City Council Committees and City Staff

Mayor Waters and Mrs. Herring conducted a follow-up discussion from the December 9, 2021 work session regarding the BOARDynamics Governing Body retreat held on October 3, 2021. Proposed Municipal Code provisions were included in the packet, and a discussion followed regarding the proposed language. The Governing Body directed Mrs. Herring to draft a model ordinance to implement a City Administrator model of government for Westwood. The Governing Body will continue discussions of how the Governing Body Committees will operate in future discussions.

Adjournment to Regular Meeting

The work session adjourned at 6:55 p.m. in order to prepare for the monthly City Council meeting at 7:00 p.m.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Leslie Herring, City Clerk

**City of Westwood, Kansas
City Council Meeting
March 10, 2022 – 7:00 p.m.**

Council Present: David E. Waters, Mayor
Jeff Harris, Council President
Andrew Buckman, Councilmember
Jason Hannaman, Councilmember
Laura Steele, Councilmember – via Zoom
Holly Wimer, Councilmember

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk
Curtis Mansell, Police Chief
John Sullivan, Public Works Director
Ryan Denk, City Attorney

Call to Order

Mayor David E. Waters called the meeting to order at 7:00 p.m. on March 10, 2022. The City Clerk called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

Approval of Agenda

Motion by Councilmember Harris to approve the March 10, 2022 City Council agenda as stated. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Public Comment

No comments were made by members of the public.

Public Hearings

No matters were subject to a public hearing for the evening's meeting.

Presentations and Proclamations

No presentations or proclamations were made.

Consent Agenda

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion. There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- A. Consider February 10, 2022 City Council Meeting Minutes
- B. Consider Appropriations Ordinance 736

Motion by Councilmember Hannaman to approve the Consent Agenda as submitted. Second by Councilmember Buckman. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Mayor's Report

Mayor Waters acknowledged the recent shooting at Olathe East High School, and thanked community School Resource Officers, and noted Westwood part-time Police Officer Phillip Lofflin serves as a School Resource Officer. Mayor Waters stated the Westwood community's thoughts are with the Olathe East High School community.

Mayor Waters provided an update on the COVID-19 cases in Johnson County, case numbers in the area and nationally are trending downward.

Mayor Waters noted he attended a presentation by the Johnson County Appraiser on February 25th and provided a brief overview of the presentation.

Mayor Waters provided an update on the facilities assessment process for City-owned property.

Mayor Waters noted the Parade of Hearts, a local arts initiative, has placed multiple five foot tall fiberglass hearts designed by local artists in and near Westwood.

Mayor Waters shared that Mr. Sullivan was awarded the Public Works Excellence Award from the local chapter of the American Public Works Association and congratulated him on his accomplishment.

Committee Reports

Administration & Compensation Committee

Councilmember Hannaman shared that Friday, March 11th he will be meeting with Mrs. Herring to discuss employee health benefits for the upcoming fiscal year starting July 1, 2023.

Business & Community Affairs Committee

Councilmember Buckman had nothing to report.

Parks & Recreation Committee

Councilmember Wimer noted that the Community Easter Egg Scramble will be held on Saturday, April 16th.

Public Safety Committee

Councilmember Harris had nothing to report.

Public Works Committee

Councilmember Steele noted she, Councilmember Hannaman, Mr. Sullivan and Mrs. Herring met earlier that day with representatives from Roeland Park to review a final draft of a resident survey that will be distributed to residents and business owners along Mission Road between 47th and 53rd Street for Complete Streets planning.

Staff Reports

Administrative Report

Mrs. Herring provided an overview of the February 2022 Administrative Report included in the agenda packet and offered to answer questions.

Public Works Report

Mr. Sullivan provided an overview of the February 2022 Public Works Report included in the agenda packet and offered to answer any questions.

Public Safety Report

Chief Mansell provided an overview of the February 2022 Public Safety Report included in the agenda packet and offered to answer questions.

Treasurer's Report

The February 2022 Treasurer's Report was included in the agenda packet for review. No questions or comments were made about the report.

City Attorney's Report

Mr. Denk had nothing to report.

Old Business

No Old Business items were considered.

New Business

Consider Request of Westwood View Educational Enhancement Fund to Distribute and Consume Alcoholic Beverages at Joe D. Dennis Park.

On January 17, 2022, Mandy Waters, on behalf of the Westwood View Educational Enhancement Fund, applied to reserve 5050 Rainbow Blvd. for the annual Westwood View Elementary School Auction fundraising event. During a coordination meeting between City staff and Ms. Waters, request was made to allow the distribution and consumption of alcoholic beverages during the event and in parts of Joe D. Dennis Park, at 5000 Rainbow Blvd.

Pursuant to the City's Public Grounds Reservation program, the applicant has provided both a Certificate of Insurance for event coverage as well as a site map for the event. Both are included in the meeting packet.

Article 12-206(3) of the Westwood Municipal Code allows for alcoholic beverages inside the park with the approval of the Governing Body. The applicant requests the City Council grant a special exception to allow the distribution and consumption of alcoholic beverages on City grounds on Saturday, April 30, 2022, from 5 – 10 PM.

Geoff Gobble, Boulevard Insurance, who serves as Westwood's insurance agent offered to look over the insurance documents submitted by the Educational Enhancement Fund. Mrs. Herring thanked him and stated all insurance documents received by the Educational Enhancement Fund are included in the evening's agenda packet.

Motion by Councilmember Harris to approve/conditionally approve/deny the distribution and consumption of alcoholic beverages on City-owned property at 5000 and 5050 Rainbow Blvd. during the Westwood View Educational Enhancement Fund auction fundraising event on Saturday, April 30, 2022, from 5 – 10 PM. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

Consider Renewal of EMC Insurance Commercial Policy for April 1, 2022 – March 31, 2023

The City's commercial insurance policy runs through March 31, 2022. Geoff Gobble with Boulevard Insurance LLC, has provided an overview of the insurance renewal for the City of Westwood for the next policy coverage year.

The package for consideration by the City Council is the EMC Insurance Policy, which Boulevard brokers for the City of Westwood. The coverage types and the change in premium is reflected in the table below for your convenient reference. Overall, insurance rate premium costs within this policy have increased mostly due to increases in property valuations, adjusted property limits, rising auto rates, and an additional Public Safety vehicle for a full year.

Motion by Councilmember Harris to approve the renewal of the City's insurance package with EMC Insurance via Boulevard Insurance for the period of April 1, 2022 to March 31, 2023 as presented. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Consider Agreement with Johnson County, KS for Stormwater Best Management Practices (BMP) Cost Share Program

The Stormwater Management Advisory Council determined that it is in the best interests of the residents of Johnson County for the County's Stormwater Management Program to participate in a cost-share program with the City that promotes the use of rain barrels, rain gardens, native trees, and native plantings on residential property to reduce stormwater runoff as well as increase public awareness of stormwater-related issues, all as required by federal NPDES stormwater rules and regulations.

Motion by Councilmember Wimer to authorize the Mayor to execute the 2022 Agreement for Stormwater BMP Cost Share Program with Johnson County. Second by Councilmember Harris. Motion carried by a 5-0 voice vote.

Consider Professional Services Agreement with Stantec for 2022 Automated Pavement Condition Assessment

The City of Westwood, City of Fairway and City of Roeland Park, have partnered to seek out a proposal for Pavement and Infrastructure Assessment Services. The City of Fairway and Roeland Park have used this firm in the past to perform this work and have been satisfied with their performance in performing this service. Each City has agreed to participate in these efforts under separate contract.

Staff Comments/Recommendation

The City Attorney prefers we use the Professional Services contract that has been developed by him for other projects. I have made the necessary changes to the Professional Services contract to reflect this proposal and have submitted it to Stantec. I have not received word back that their legal has accepted this or is recommending changes. I hope to have a corrected Exhibit A from Stantec by the Council meeting as well as the form agreement we provided, accepted without changes.

The City of Westwood's cost for these services is \$13,581.00, which amount was budgeted in the City's 2022 Capital Improvement Plan (CIP).

Motion by Councilmember Hannaman to authorize the Mayor to execute a Professional services Agreement, contingent to City Attorney review, with Stantec Consulting Services, Inc. to conduct the services specified therein on Exhibit A. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

Announcements/Governing Body Comments

No announcements were made.

Executive Session

No matters required an Executive Session during this meeting.

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 8:17 pm.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Leslie Herring, City Clerk

City of Westwood, Kansas
Appropriation Ordinance No. 737

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF MARCH 1, 2022 - MARCH 31, 2022 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 3/31/2022	Capital Improvements Month Ending 3/31/2022	Equipment Reserve Month Ending 3/31/2022	Stormwater Month Ending 3/31/2022	Special Highway Month Ending 3/31/2022	Woodside TIF/CID Month Ending 3/31/2022	Debt Service Month Ending 3/31/2022	Total All Funds Month Ending 3/31/2022
Expenditures								
Salary & Benefits	220,362.39	0.00	0.00	0.00	0.00	0.00	0.00	220,362.39
Employee Expenses	7,093.88	0.00	0.00	0.00	0.00	0.00	0.00	7,093.88
Professional Fees	11,508.87	0.00	0.00	0.00	0.00	0.00	0.00	11,508.87
General Operating Expenses	9,663.17	0.00	0.00	0.00	0.00	0.00	0.00	9,663.17
Utilities	20,132.54	0.00	0.00	0.00	0.00	0.00	0.00	20,132.54
Equipment and Maintenance	8,803.67	0.00	530.60	0.00	0.00	0.00	0.00	9,334.27
Street and Stormwater	0.00	(11,075.00)	0.00	0.00	0.00	0.00	0.00	(11,075.00)
Park and Events	520.00	0.00	0.00	0.00	0.00	0.00	0.00	520.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	16,091.70	0.00	16,091.70
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	278,084.52	(11,075.00)	530.60	0.00	0.00	16,091.70	0.00	283,631.82

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

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

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2022 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 14th day of April, 2022.

MAYOR

ATTEST: CITY CLERK



Chief Administrative Officer/City Clerk Report

April 2022

To: Mayor and City Council
From: Leslie Herring, Chief Administrative Officer/City Clerk
Date: April 14, 2022
RE: Update on some of the key areas of focus of the Administration Department

Current Priorities

2nd Quarter (April) 2022 through 3rd Quarter (September) 2022

- *Execute the City's Long-term Land Use Strategy*
 - The Facilities Study is scheduled to take place throughout the 2nd and 3rd quarters of the year.
- *Create and adopt a Governing Body Strategic Plan*
 - City staff is working with the Mayor to create an approach for the Council to consider to build a strategic plan for use by City staff and the Council in guiding projects and priorities. This work is scheduled for a Governing Body work session on May 12th. This conversation will include a recommended approach to gaining insights into citizen satisfaction and the City's communication with the community.
- *Conduct the Annual Financial Audit and Adopt the City's 2023 Fiscal Year Budget*
 - City staff have been working with the City Treasurer and Auditor and are on track for the annual financial audit to be presented to the Governing Body at its regular June meeting.
 - City staff is preparing for budget work sessions with the Governing Body, anticipated to take place in June and July ahead of public hearings on the 2023 municipal budget.
- *Update the City's Website*
 - Not yet started.
- *Study the Feasibility of Complete Streets Improvements to Mission Rd. and Rainbow Blvd.*
 - Mission Rd. – The Westwood and Roeland Park Public Works Committees have been working together and with staff to do public engagement on options for Complete Streets improvements to Mission Rd. as part of the scheduled 2024 joint project to resurface the road and to make other related improvements. A resident survey is being conducted through the end of May, at which time the City delegations will reconvene to discuss the community's feedback and to make a recommendation as to which enhancements to jointly pursue.
 - Rainbow Blvd. – A group of various stakeholders in Highway 169/7th St./Rainbow Blvd. are working together and with KDOT to explore possible Complete Streets improvements to this corridor. At this time, the joint stakeholders are in favor of pursuing matching funds through MARC's Planning Sustainable Places program to study the operations of the roadway and possible challenges and opportunities. The Governing Body allocated \$30,000 from the Special Highway Fund to go toward this

project, which will likely take place beginning in Fall of 2022 through 2023, if the project is awarded MARC funding.

- *Create a Records Retention Policy*
 - Not yet started.

Other Topics and Updates

2022 Pool Season

With May just around the corner, I want to take a moment to update you all with what to expect this year. Here are the highlights as we know them at this time:

- The City will resume issuing resident pool passes this year
- Abby is working on setting this process up in GovBuilt so that it's paperless for those who would like to register and pay online
- Abby and I will meet with Woodside staff next week to work through logistics for pool passes this season so that we can finalize instructions for our website for when the page goes live in early May.
- Woodside has confirmed that this year they are returning to pre-COVID operations and will no longer impose the public health restrictions they did the past two pool seasons. The one exception to this is with regard to guests – they will not be allowing members or Westwood pool pass holders to bring guests to the pool and this may be a permanent change to their operations.
- Some of you have asked about the diving board. It has been replaced and the new board is fully functioning.

The 47 Foodie Fest

This event is back on the calendar for 2022, scheduled for Sunday, June 5th, from noon – 4 PM and slated to take place on the Retail Grocers Association lot. Special thanks to Melissa Stevens of Woodside Village North and Julie Zanone of Gus's Fried Chicken for being such great business partners in taking the lead on event planning. Thanks also to Erin Winn, Roeland Park Assistant City Administrator, and Sarah Waggoner, of Rosedale Development Association for their active support in event planning as well!

MARC Communities for All Ages

Last week, I met with Communities for All Ages Coordinator Cathy Boyer-Shesol to discuss whether Westwood would be interested in pursuing recognition as a Community for All Ages under MARC's established program. Following conversation with the Mayor and consultation with the draft Governing Body Strategic Action Plan, I recommend that we pursue Bronze level recognition in 2022 and Silver and Gold recognition in 2023. Based on conversations with MARC, this approach appears to be relatively easy to achieve given the work the Planning Commission and Governing Body have already been doing in the areas of transportation, housing, municipal facilities, and other areas that impact the lives of residents of all ages.

Discussions with Johnson County DTI Relating to Technical Support of City Administration and Public Works

I, Chief Mansell, and Public Works Director Sullivan are conducting a series of exploratory meetings with Johnson County's Department of Technology and Innovation to determine whether they could and would be interested in expanding their current services from supporting only Westwood's Police Department to also providing tech support services to the Administration Department and Public Works Department. If they are interested, an agreement would be forthcoming to the Governing Body for consideration.

Building Permits

The following is a snapshot of select building permits of note issued last month:

Residential

New Construction: None

Additions:

- 2709 W. 51st Terrace – Two story addition including laundry room, kitchen, bathroom, and screened-in porch
- 4800 Belinder Court – Garage addition
- 2809 W. 49th Street – Master bedroom addition

Alterations: None

Demolition: None

Commercial

New Construction: None

Additions: None

Alterations: None

Demolition: None

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, MARCH 2022
DATE: APRIL 12, 2022

Some of the activities for Public Works in March 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:
 - KCMMB Asphalt Meeting – Virtual – 1 hr.
 - ROW Managers Meeting – Virtual – 1 hr.
 - Rainbow Planning Meeting – Virtual – 1 hr.
 - ULCC Meeting – Virtual – 1 hr.
 - UPROW Committee Meeting – Virtual – 1.5 hrs.
 - Eastern Kansas Damage Prevention Group – Virtual – 1 hr.
 - Public Works Director's Lunch – In Person – 1.5 hrs.
 - AIMS Small Community Focus Group Meeting – Virtual – 1 hr.
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood regarding 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 performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
15. Mitch is attending monthly Safety Committee Meetings.
16. We swept the city streets of debris.
17. We loaded roll off containers from the street sweeping efforts.

18. We patched potholes.
19. We performed de-icing on various streets in all three cities.
20. We performed plowing operations on various streets in all three cities.
21. We removed the decals and detailed car replacement for PW.
22. We rewired and added warning lights to PW replacement car.
23. Stripped old cars for sale and pass down to bldg. inspector.
24. Trimmed decorative grasses at various locations.
25. We serviced all of the mowers.
26. We refurbished the plate compactor.
27. Thoroughly cleaned out a storm drain catch basin in back yard of 2520 W. 50th Terrace.
28. We adjusted the volume on the Polara ped crossing signals.
29. We performed cleanup of planting beds at various locations.
30. We cored the back of a curb at 2806 W. 48th St. for outlet pipe.

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

To: Governing Body
From: John Sullivan, Director of Public Works
Date: April 12, 2022
Re: Monthly Status Report

- W. 47th Street Project: All of the easements have been obtained. The final plans have been submitted to KDOT for approval and cost estimating. We have been given clearance to begin interview process for the Construction Engineer. The Gas company has begun its work to replace the 16-inch-high pressure main. We are still anticipating a July letting date.
- 2021 Street Improvement Projects: This project has been delayed until April 25, 2022. All phases have been completed. The subcontractor is completing the restoration of the driveway, curb & gutter, streets and yards.
- State Line CARS Project: We expect a start date of April 25, 2022.
- Westwood View School Project: We have a cost for the sidewalk install on Belinder and on W. 50th Street. I am working on getting some utilities relocated.

WESTWOOD					
Mar-22					
ACTIVITIES / OFFENSE	THIS MONTH	22-YTD	21-YTD	22-Avg	CHANGE
<i>PART I CRIMES</i>					
MURDER					No Change
RAPE					No Change
ROBBERY			1		-1
BURGLARY					
BUSINESS		1	1	0.33	No Change
RESIDENTIAL					No Change
VEHICLE	1	2	3	0.67	-1
MOTOR VEH THEFT	1	1	1	0.33	No Change
LARCENY / THEFT	2	2	3	0.67	-1
ASSAULT / BATTERY					No Change
ARRESTS					
FELONY			1		-1
MISDEMEANOR	1	1		0.33	1
TRAFFIC			1		-1
DRUG	1	2	5	0.67	-3
DUI			1		-1
WARRANTS	4	9	20	3.00	-11
CONFINED					No Change
SUMMONS					
HAZARD	22	34	50	11.33	-16
NON-HAZARD	86	141	177	47.00	-36
DUI			1		-1
ORD. VIOLATION			39		-39
ACCIDENTS					
NON-INJURY	3	7	5	2.33	2
INJURY		2	1	0.67	1
PRIVATE PROPERTY	3	4	1	1.33	3
ADMIN.DUTIES-PD	39	137	53	45.67	84
ADMIN.DUTIES - CITY		76	8	25.33	68
ALARM	6	10	30	3.33	-20
ANIMAL	3	4	15	1.33	-11
ASSIST - POLICE	13	28	17	9.33	11
ASSIST - PUB MOTOR	17	29	46	9.67	-17
BLD. CHECK-SHAKE			3		-3
BLD. CHECK-PATROL	768	1538	4182	512.67	-2644
BUSINESS CHECK	33	43	1093	14.33	-1050
CIVIL MATTER	1	1	1	0.33	No Change
EXTRA PATROL HAZARD					No Change
EXTRA PATROL NON HAZ					No Change
EXTRA PATROL DUI					No Change
EXTRA PATROL ORD.					No Change

WESTWOOD					
Mar-22					
ACTIVITIES / OFFENSE	THIS MONTH	22-YTD	21-YTD	22-Avg	CHANGE
CRIMINAL DAMAGE		1	1	0.33	No Change
DISTURBANCE	1	1	1	0.33	No Change
DISORDERLY CONDUCT					No Change
FIELD INTERVIEW FORM					No Change
FIRE			4		-4
FOLLOW UP	9	18	27	6.00	-9
INFO / INVEST	2	3	31	1.00	-28
JUVENILE		1	3	0.33	-2
MENTAL HEALTH					
SUICIDE					No Change
ATT SUICIDE					No Change
INVOLUNTARY COMMITTAL					No Change
ALL OTHER MENTAL HEALTH			2		-2
MEDICAL CALL	6	21	51	7	-30
NATURE UNKNOWN		1		0.33	1
NOISE COMPLAINT	1	1	1	0.33	No Change
OPEN DOOR	2	2	4	0.67	-2
ORD. COMPLAINT	2	2	4	0.67	-2
ORD. VIOL WARNING					No Change
ORD. VIOL LETTER					No Change
OTHER	1	1	1	0.33	No Change
PED. CHECK	1	1	1	0.33	No Change
PUBLIC SERVICE	8	15	69	5.00	-54
RECOVERED PROP	1	1	1	0.33	No Change
RESIDENCE CHECK			91		-91
SUSPICIOUS SUBJECT	5	11	10	3.67	1
VEH CHECK OCCUPIED		1	4	0.33	-3
VEH CHECK UNOCCUPIED	1	2	34	0.67	-32
TELE. CALL HARASS					No Change
TELE. CALL THREAT			2		-2
TRAFFIC COMPLAINT	4	11	7	3.67	4
TRAFFIC WARNING	44	6	4	2.00	2
UNATTENDED DEATH			1		-1
Summary					
Total Activity	933	Last Year - YTD Activity		5813	
Year to Date Activity	1978	Difference in Activity		-3835	
Total Monthly Summons	108				
Hazardous Summons Percentage	20%				

**WESTWOOD
INCIDENT SUMMARY**

MOTOR VEHICLE THEFT

CASE NO: 20220051 **LOCATION:** 2000 W 47th Pl
DATE : 03/10/2022
ACTIVITY: Unknown suspect removed the victim's vehicle from the parking lot without permission.
The keys were left in the vehicle, but it was not running and locked. The vehicle was later recovered in Kansas City, MO.

BURGLARY TO AUTO

CASE NO: 20220044 **LOCATION:** 1901 W 47th Pl Apt 104
DATE : 03/04/2022
ACTIVITY: Unknown suspect entered the unlocked vehicle and rummanged through the vehicle but no loss was reported.

CASE NO: **LOCATION:**
DATE :
ACTIVITY:

LARCENY / THEFT

CASE NO: 20220045 **LOCATION:** 2800 W 47th Terr
DATE : 34/04/2022
ACTIVITY: Unknown suspect removed a handgun from the vehicle that was accidentally left in the vehicle by the victim.

CASE NO: 20220050 **LOCATION:** 4701 Mission Rd
DATE : 03/07/2022
ACTIVITY: Victim left her purse in a shopping cart and left. When she returned to the parking lot and checked the cart her purse was gone.

WESTWOOD
COURT SUMMARY
MARCH, 2022

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
March 04, 2022	28	02	\$ 2,595.00	31	01
March 18, 2022	06	02	\$ 2,507.00	00	05
TOTALS					
March 2022	34	04	\$ 5,102.00	31	06
March 2021	66	13	\$ 9,256.00	30	28
TOTAL (\$ 5,102.00) less					
				* Kansas DL fees:	\$ 72.00
				* Judges Training Fund:	\$18.00
				* LET Training Fund:	\$ 405.00
				* Comm Corrections Fee:	\$ 0.00
				* Seat Belt Fund:	\$00.00
March 2022 TOTAL:					\$ 4,607.00

Y.T.D. TOTALS 2022		Y.T.D. TOTALS 2021	
ARRAIGNMENTS:	113	ARRAIGNMENTS:	207
TRIALS	18	TRIALS:	45
LETTERS:	62	LETTERS:	114
WARRANTS:	45	WARRANTS:	91
FINES:	\$15,867.50	FINES:	\$24,847.50
KS DL FEES:	\$519.00	KS DL FEES:	\$325.00
JUDGES FUND:	\$38.50	JUDGES FUND:	\$59.50
L.E.T.FUND:	\$875.00	L.E.T FUND:	\$1,344.50
COMM CORRECTIONS:	\$ 0.00	COMM CORRECTIONS:	\$0.00
SEAT BELT FUND:	\$20.00	SEAT BELT FUND:	\$0.00

City of Westwood
Treasurer's Report
3/31/2022

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
 - a. Ending unencumbered cash through 3/31/2022 of \$3,463,172 and remains up from year end by \$368,325. This still includes \$426,986 of 2021 Encumbrances that have not been paid out.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
3. Statement of Operations – General Fund
 - a. Revenue received for the month of \$205,918. Revenue received year to date of \$978,132 compared to the prior year to date of \$927,441 which is up by \$51K.
 - i. Taxes – overall up \$64K from prior year. Ad Valorem taxes are up \$18K from prior year. City and County sales tax revenue is up about \$41K compared to prior year, Liquor Tax up \$6K, Motor Vehicle down \$2K and Special Assessments up \$1K.
 - ii. Fees and Licenses – up year to date by \$5K, Utility Franchise Fees up by \$2K, Community Room Fees up by \$1K, Occupational Licenses up by \$2K.
 - iii. Building Permits – up by \$2K through March
 - iv. Intergovernmental Fees are down by \$15K due to timing of invoicing police services. Public Works revenue is down 3K.
 - v. Fines – are down \$9K from prior year to date.
 - vi. Miscellaneous Income – during March we reclassified the Sale of Fixed asset proceeds of \$30K to the Equipment Reserve Fund. Misc. Income is up about \$3K from prior.
 - b. Overall March Expenditures totaled \$278,084. Year to Date Expenditures through March total \$651,773, down \$6K compared to the prior year to date.
 - i. General Overhead total expenditures of \$32,560 for the month. Down from prior year by \$88K. Professional Fees has decreased by \$73K, Utilities is down \$10K, Capital Improvement Expense down \$6K.
 - ii. Administrative expenditures of \$41,959 for the month, down from prior year by \$11K. March Health Insurance expense is high due to the timing of the January and February health insurance which was paid in March. This will affect all departments and cause their March expenses to look higher than normal. March 2022 is also a 3-payroll month and March 2021 was not, so comparatively the payroll expenses also look higher due to this as well. Overall Increase in the Salary & Benefits line item by \$6K from prior year, all of this is due to the 3 payroll periods. Employee Expenses down \$3K and Computer Expenses down \$14K.
 - iii. Public Works total expenditures of \$57,884 for the month, year to date is up \$16K from the prior year. Salary and Benefits up \$30K - March 2022 was a 3-payroll month so \$12K of this increase is due to this additional payroll, the 3-payroll month in 2021 is in a later month. Professional Fees down \$3K, Equipment down \$12K.
 - iv. Police expenditures are \$145,246 this month up from prior year by \$80K. Increases in Salary and Benefits by \$78K- \$30K of this is due to the 3-payroll month, Employee Expenses up \$2K, Professional Fees down \$4K, General Operating up \$3K, Equipment Maintenance up \$1K.
 - v. Parks and Rec total expenditures of \$432 for the month, spending is nominal to date.
 - c. Net Receipts Over (Under) Expenditures in the General Fund are (\$72,166) for the month, year to date Receipts Over Expenditures is positive at \$326,359 which is up from the prior year to date by \$52K.
4. Other Funds – Current Month and Year to Date
 - a. CIP – March was another good month of Sales Tax Revenue totaling \$28K. The negative \$11K is due to a journal entry to apply the February easement costs to the 2021 Encumbrance. There were also \$8K of these expenses paid in March that were also applied to the Encumbrance in March.

I am happy to answer any questions upon request.

Michelle Ryan
City of Westwood Treasurer



City of Westwood, Kansas
Balance Sheet by Fund
As of March 31, 2022

	General Fund 03/31/2022	Capital Improvements Fund 03/31/2022	Equipment Reserve Fund 03/31/2022	Stormwater Fund 03/31/2022	Special Highway Fund 03/31/2022	Woodside TIF/CID Fund 03/31/2022	Debt Service Fund 03/31/2022	All Funds 03/31/2022
Assets								
Current Assets								
Cash In Bank	1,390,649.23	892,503.16	241,104.79	243,308.65	133,182.83	377,793.78	148,509.99	3,427,052.43
Cash In Bank - Bond Fund	35,731.82	0.00	0.00	0.00	0.00	0.00	0.00	35,731.82
Cash In Bank - Woodside Village Acct	9.35	0.00	0.00	0.00	0.00	0.00	0.00	9.35
PayPal - City Account	120.77	0.00	0.00	0.00	0.00	0.00	0.00	120.77
Petty Cash	257.75	0.00	0.00	0.00	0.00	0.00	0.00	257.75
Total Current Assets	1,426,768.92	892,503.16	241,104.79	243,308.65	133,182.83	377,793.78	148,509.99	3,463,172.12
Total Assets	\$ 1,426,768.92	\$ 892,503.16	\$ 241,104.79	\$ 243,308.65	\$ 133,182.83	\$ 377,793.78	\$ 148,509.99	\$ 3,463,172.12
Liabilities and Fund Balance								
Current Liabilities								
Encumbrances	0.00	426,986.05	0.00	0.00	0.00	0.00	0.00	426,986.05
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	35,289.99	0.00	0.00	0.00	0.00	0.00	0.00	35,289.99
Total Current Liabilities	35,299.18	426,986.05	0.00	0.00	0.00	0.00	0.00	462,285.23
Total Liabilities	35,299.18	426,986.05	0.00	0.00	0.00	0.00	0.00	462,285.23
Fund Balance								
Fund Balance	1,065,110.33	380,357.50	245,440.39	164,344.15	118,218.51	381,142.20	145,754.11	2,500,367.19
Fund Balance - Current Year	326,359.41	85,159.61	(4,335.60)	78,964.50	14,964.32	(3,348.42)	2,755.88	500,519.70
Total Fund Balance	1,391,469.74	465,517.11	241,104.79	243,308.65	133,182.83	377,793.78	148,509.99	3,000,886.89
Total Liabilities and Fund Balance	\$ 1,426,768.92	\$ 892,503.16	\$ 241,104.79	\$ 243,308.65	\$ 133,182.83	\$ 377,793.78	\$ 148,509.99	\$ 3,463,172.12

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas

Cash Flow

For the One Month Ended March 31, 2022

	General Fund Month Ending 03/31/2022	Capital Improvements Fund Month Ending 03/31/2022	Equipment Reserve Fund Month Ending 03/31/2022	Stormwater Fund Month Ending 03/31/2022	Special Highway Fund Month Ending 03/31/2022	Woodside TIF/CID Fund Month Ending 03/31/2022	Debt Service Fund Month Ending 03/31/2022	All Funds Month Ending 03/31/2022
Unencumbered Cash, Beginning Period	1,498,284.92	426,036.58	211,135.39	227,338.01	133,182.83	368,334.41	148,161.11	3,012,473.25
Receipts								
Taxes	118,694.18	28,405.53	0.00	0.00	0.00	0.00	348.88	147,448.59
Fees and Licenses	60,924.25	0.00	0.00	0.00	0.00	0.00	0.00	60,924.25
Building Permits	4,142.00	0.00	0.00	0.00	0.00	0.00	0.00	4,142.00
Intergovernmental	47,068.09	0.00	0.00	0.00	0.00	0.00	0.00	47,068.09
Restricted Use	0.00	0.00	0.00	15,970.64	0.00	25,551.07	0.00	41,521.71
Fines	5,428.00	0.00	0.00	0.00	0.00	0.00	0.00	5,428.00
Miscellaneous	(30,338.00)	0.00	30,500.00	0.00	0.00	0.00	0.00	162.00
Total Receipts	205,918.52	28,405.53	30,500.00	15,970.64	0.00	25,551.07	348.88	306,694.64
Expenditures								
Salary & Benefits	220,362.39	0.00	0.00	0.00	0.00	0.00	0.00	220,362.39
Employee Expenses	7,093.88	0.00	0.00	0.00	0.00	0.00	0.00	7,093.88
Professional Fees	11,508.87	0.00	0.00	0.00	0.00	0.00	0.00	11,508.87
General Operating Expenses	9,663.17	0.00	0.00	0.00	0.00	0.00	0.00	9,663.17
Utilities	20,132.54	0.00	0.00	0.00	0.00	0.00	0.00	20,132.54
Equipment and Maintenance	8,803.67	0.00	530.60	0.00	0.00	0.00	0.00	9,334.27
Street and Stormwater	0.00	(11,075.00)	0.00	0.00	0.00	0.00	0.00	(11,075.00)
Park and Events	520.00	0.00	0.00	0.00	0.00	0.00	0.00	520.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	16,091.70	0.00	16,091.70
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	278,084.52	(11,075.00)	530.60	0.00	0.00	16,091.70	0.00	283,631.82
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Refundable Bond Deposits	650.00	0.00	0.00	0.00	0.00	0.00	0.00	650.00
Unencumbered Cash, End of Period	\$ 1,426,768.92	\$ 892,503.16	\$ 241,104.79	\$ 243,308.65	\$ 133,182.83	\$ 377,793.78	\$ 148,509.99	\$ 3,463,172.12

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas

Statement of Operations

General Fund

For The One Period and Three Periods Ended March 31, 2022 and 2021

	Month Ending 03/31/2022	Year To Date 03/31/2022	Year To Date 03/31/2021	Year Ending 12/31/2022	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Receipts					
Taxes	\$ 118,694.18	\$ 750,977.38	\$ 686,343.33	\$ 1,852,425.00	(1,101,447.62)
Fees and Licenses	60,924.25	125,441.43	120,093.46	446,200.00	(320,758.57)
Building Permits	4,142.00	10,735.50	8,826.25	70,000.00	(59,264.50)
Intergovernmental	47,068.09	71,549.93	87,141.72	328,100.00	(256,550.07)
Fines	5,428.00	14,466.25	23,244.00	90,000.00	(75,533.75)
Miscellaneous	(30,338.00)	4,962.49	1,792.31	4,250.00	712.49
Total Receipts	205,918.52	978,132.98	927,441.07	2,790,975.00	(1,812,842.02)
Expenditures					
General Overhead					
Salary & Benefits	1,726.40	5,727.61	9,773.80	38,450.00	(32,722.39)
Employee Expenses	2,907.29	5,477.29	94.90	6,000.00	(522.71)
Professional Fees	8,300.85	45,993.87	119,090.34	202,550.00	(156,556.13)
General Operating Expenses	674.59	3,216.12	3,179.68	34,000.00	(30,783.88)
Utilities	18,701.69	51,898.71	62,569.91	252,850.00	(200,951.29)
Equipment and Maintenance	0.00	0.00	95.04	0.00	0.00
Street and Stormwater	0.00	0.00	6,668.75	0.00	0.00
Park and Events	250.00	2,021.43	1,500.00	14,750.00	(12,728.57)
Miscellaneous	0.00	0.00	200.00	15,000.00	(15,000.00)
Intergovernmental	0.00	0.00	0.00	20,000.00	(20,000.00)
Interfund Transfers	0.00	0.00	0.00	127,142.83	(127,142.83)
Total General Overhead	32,560.82	114,335.03	203,172.42	710,742.83	(596,407.80)
Administrative					
Salary & Benefits	40,791.57	84,861.97	78,504.99	289,482.36	(204,620.39)
Employee Expenses	567.93	783.33	4,101.99	14,500.00	(13,716.67)
Professional Fees	175.00	175.00	275.00	10,200.00	(10,025.00)
General Operating Expenses	425.17	855.15	14,842.82	8,000.00	(7,144.85)
Park and Events	0.00	0.00	0.00	2,000.00	(2,000.00)
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
Total Administrative	41,959.67	86,675.45	97,724.80	329,182.36	(242,506.91)

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas

Statement of Operations

General Fund

For The One Period and Three Periods Ended March 31, 2022 and 2021

	Month Ending 03/31/2022	Year To Date 03/31/2022	Year To Date 03/31/2021	Year Ending 12/31/2022	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Public Works					
Salary & Benefits	48,673.60	117,020.76	86,393.55	424,712.89	(307,692.13)
Employee Expenses	964.75	3,056.57	2,286.90	7,900.00	(4,843.43)
Professional Fees	0.00	0.00	3,860.00	17,000.00	(17,000.00)
General Operating Expenses	2,523.27	5,233.93	4,650.16	22,550.00	(17,316.07)
Utilities	995.77	2,957.98	2,730.92	14,000.00	(11,042.02)
Equipment and Maintenance	4,727.49	11,024.43	23,436.39	56,000.00	(44,975.57)
Interfund Transfers	0.00	0.00	0.00	50,000.00	(50,000.00)
Total Public Works	57,884.88	139,293.67	123,357.92	592,162.89	(452,869.22)
Police					
Salary & Benefits	129,170.82	273,245.83	194,580.14	1,066,474.23	(793,228.40)
Employee Expenses	2,653.91	6,551.56	4,956.61	27,000.00	(20,448.44)
Professional Fees	3,033.02	11,569.52	16,389.03	61,425.00	(49,855.48)
General Operating Expenses	5,999.48	13,679.49	10,549.48	58,000.00	(44,320.51)
Utilities	312.81	548.38	482.45	4,500.00	(3,951.62)
Equipment and Maintenance	4,076.18	4,277.34	3,018.24	10,000.00	(5,722.66)
Park and Events	0.00	1,000.00	1,000.00	0.00	1,000.00
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Police	145,246.22	310,872.12	230,975.95	1,257,399.23	(946,527.11)
Parks & Rec					
General Operating Expenses	40.66	43.94	2,002.85	2,000.00	(1,956.06)
Utilities	122.27	286.64	667.94	30,000.00	(29,713.36)
Equipment and Maintenance	0.00	0.00	56.13	6,000.00	(6,000.00)
Park and Events	270.00	266.72	0.00	11,850.00	(11,583.28)
Total Parks & Rec	432.93	597.30	2,726.92	49,850.00	(49,252.70)
Total Expenditures	278,084.52	651,773.57	657,958.01	2,939,337.31	(2,287,563.74)
Prior Year Cancelled Encumbrances	0.00	0.00	4,776.26	0.00	0.00
Receipts Over (Under) Expenditures	\$ (72,166.00)	\$ 326,359.41	\$ 274,259.32	\$ (148,362.31)	474,721.72

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
Other Funds
For The One Period Ended March 31, 2022

	Other Funds					
	Capital Improvements Fund Month To Date 03/31/2022 Actual	Equipment Reserve Fund Month To Date 03/31/2022 Actual	Stormwater Fund Month To Date 03/31/2022 Actual	Special Highway Fund Month To Date 03/31/2022 Actual	Woodside TIF/CID Fund Month To Date 03/31/2022 Actual	Debt Service Fund Month To Date 03/31/2022 Actual
Receipts						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	238.64
City Sales & Use Tax - Special	28,405.53	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	110.24
Total Taxes	\$ 28,405.53	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 348.88
Restricted Use						
Stormwater Utility Fee	0.00	0.00	15,970.64	0.00	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	18,944.51	0.00
WV CID-2	0.00	0.00	0.00	0.00	6,606.56	0.00
Miscellaneous	0.00	30,500.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	28,405.53	30,500.00	15,970.64	0.00	25,551.07	348.88
Expenditures						
Equipment and Maintenance						
Repairs & Maint Vehicles	0.00	530.60	0.00	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	530.60	0.00	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	(11,075.00)	0.00	0.00	0.00	0.00	0.00
Total Street and Stormwater	(11,075.00)	0.00	0.00	0.00	0.00	0.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	16,091.70	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	16,091.70	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	(11,075.00)	530.60	0.00	0.00	16,091.70	0.00
Receipts Over (Under) Expenditures	\$ 39,480.53	\$ 29,969.40	\$ 15,970.64	\$ 0.00	\$ 9,459.37	\$ 348.88

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
Other Funds
For The Three Periods Ended March 31, 2022

	Other Funds					
	Capital Improvements Fund Year To Date 03/31/2022 Actual	Equipment Reserve Fund Year To Date 03/31/2022 Actual	Stormwater Fund Year To Date 03/31/2022 Actual	Special Highway Fund Year To Date 03/31/2022 Actual	Woodside TIF/CID Fund Year To Date 03/31/2022 Actual	Debt Service Fund Year To Date 03/31/2022 Actual
Receipts						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	9,089.35
City Sales & Use Tax - Special	85,173.58	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	335.28
Total Taxes	\$ 85,173.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,424.63
Restricted Use						
Stormwater Utility Fee	0.00	0.00	76,950.40	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	3,735.45	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	11,228.87	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	239,938.98	0.00
WV CID-2	0.00	0.00	0.00	0.00	19,492.62	0.00
Miscellaneous	0.00	30,500.00	968.80	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	85,173.58	30,500.00	77,919.20	14,964.32	259,431.60	9,424.63
Expenditures						
General Operating Expenses	13.97	0.00	304.53	0.00	0.00	0.00
Equipment and Maintenance						
Repairs & Maint Vehicles	0.00	530.60	0.00	0.00	0.00	0.00
Repairs & Maint Leaf Truck	0.00	0.00	(304.53)	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	34,305.00	0.00	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	34,835.60	(304.53)	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	0.00	0.00	0.00	0.00	0.00	6,668.75
Stormwater Expense	0.00	0.00	(1,045.30)	0.00	0.00	0.00
Total Street and Stormwater	0.00	0.00	(1,045.30)	0.00	0.00	6,668.75
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	203,176.93	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	59,603.09	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	262,780.02	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	13.97	34,835.60	(1,045.30)	0.00	262,780.02	6,668.75
Receipts Over (Under) Expenditures	\$ 85,159.61	\$ (4,335.60)	\$ 78,964.50	\$ 14,964.32	\$ (3,348.42)	\$ 2,755.88

No assurance is provided. Substantially all disclosures omitted.

STAFF REPORT

Meeting Date: April 14, 2022

Staff Contact: Leslie Herring, CAO / City Clerk

Action Item – Consider Adopting Ordinance No. 1026 Amending Chapter 1 – Administration of the Westwood Municipal Code

Background

At its October 2021 facilitated retreat, the City Council discussed survey responses submitted amongst its members around the Council's purpose, roles, goals, and behaviors. Consensus outcomes from that work included the following (excerpted from the Retreat Summary provided by facilitator BOARDynamics):



10/3/21 RETREAT SUMMARY



CONSENSUS OUTCOMES - continued

ACTIONS IDENTIFIED	WHO	WHEN
1. Modify current agenda process to include a work session prior to beginning of City Council meeting	DW	Nov. Council meeting
2. Committees		
a. Develop Committee Charter, outlining purpose of the committee	Committee chairs	Nov. work session
b. Define committee responsibilities	Committee chairs	Nov. work session
c. Identify where committees get direction (*evaluate and modify proposed statement below)	Jeff and Jason	11/11/21
d. Identify role of CAO and City staff	City Council and DW	Nov. work session
<i>Work session will include committee reports, with review of work completed, upcoming projects and progress toward achievement of strategic goals.</i>		
3. Formally review the existing draft strategic plan and develop a plan for completion of a new strategic plan	DW and CAO	1Q 2022
4. Land use/disposition of city properties	CAO, Planning Commission	1Q 2022
5. Review handbook for changes and updates, based on retreat and strategic plan, including an organization chart	Jeff	3Q 2022

* Proposed statement for 2.c. above:

General direction emanates from the Strategic Plan, with a majority of the 5 City Council members, the mayor, staff and residents providing timely and necessary modifications, and operating within all applicable laws

Item No. 2 was discussed at work sessions of the City Council in December 2021¹ and January of 2022 and, at the conclusion of the January work session, consensus direction was given to the Mayor and City staff to bring back a proposal to the City Council that would transition the CAO/City Clerk position to a formal City Administrator and to further explore the dissolution of City Council standing committees.

As such, at the City Council's March 2022 meeting, related suggested amendments to Chapter 1 – Administration of the Westwood City Code were presented in draft form for the Governing Body's continued discussion, consideration, and further direction to the Mayor and staff. Following discussion amongst the Governing Body, staff was directed to bring forth an ordinance adopting the recommended changes to Chapter 1 of the Westwood City Code.

Staff Comments

Staff worked with the City Attorney, Treasurer, financial advisor, and insurance broker as well as with the Public Works Director and Police Chief to review the recommended changes to the City Code. Following such review, Ordinance 1026 was prepared by the City Attorney and reflects the modifications to the Code as discussed with the Governing Body in previous work sessions. It should be noted that following adoption of this Ordinance, the Governing Body will need to update its Governing Body Handbook, Personnel Policy, and Financial Policy to reflect not only the change in organizational roles but also to include certain operational responsibilities of the City including but not limited to: approval of the City Administrator's expenses, annual designation of depositories, the keeping of a property inventory record, and pay records. Surety bonds for appointed officials will also be updated according to the new provisions. This work was contemplated as Action No. 5 from the consensus outcomes resulting from the October 2021 Governing Body retreat and is illustrated in the table above.

Staff Recommendation

Consider adopting Ordinance 1026.

Suggested Motion

I move to adopt Ordinance 1026 amending Chapter 1 of the Westwood Municipal Code.

¹ A presentation to guide this conversation was provided at the December work session, which is available for reference in the December 9, 2021 meeting packet accessible on the City's website.

ORDINANCE NO. 1026

AN ORDINANCE OF THE CITY OF WESTWOOD, KANSAS AMENDING AND/OR ADOPTING THE FOLLOWING ARTICLES AND SECTIONS OF CHAPTER 1 THE WESTWOOD CITY CODE WHICH IS INCORPORATED BY REFERENCE WITHIN THE WESTWOOD CITY CODE BY CHAPTER 1, ARTICLE 2, SECTIONS 1-206, 1-212, 1-213, AND 1-214; ARTICLE 3, SECTIONS 1-301, 1-302, 1-303, 1-304, 1-305, 1-306, 1-307, 1-308, AND 1-309; ARTICLE 3A, SECTIONS 1-3A03, 1-3A04, 1-3A05, 1-3A06, AND 1-3A07; ARTICLE 4, SECTIONS 1-401 AND 1-402; ARTICLE 5, SECTIONS 1-501 AND 1-503; AND ARTICLE 6, SECTIONS 1-613 AND 1-614.

WHEREAS, the Governing Body finds it in the City's best interest to make changes to its Administration; and

WHEREAS, the Governing Body finds that it is in the City's best interest to transition its form of government by establishing a City Administrator position; and

WHEREAS, the Governing Body has held multiple work sessions to determine how best to structure its professional staff,

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

SECTION 1: That Chapter 1, Article 2, of the Westwood City Code is hereby amended to read as follows:

- 1-206. POWERS OF THE MAYOR. The mayor shall preside at all meetings of the governing body. The mayor shall have the tie-breaking vote on all questions when the members present are equally divided. The mayor shall:
- (a) Have the superintending control of all officers and affairs of the city;
 - (b) Take care that the ordinances of the city are complied with;
 - (c) Sign the commissions and appointments of all officers elected or appointed;
 - (d) Endorse the approval of the governing body on all official bonds;
 - (e) From time to time communicate to the city council such information and recommend such measures as he or she may deem advisable;
 - (f) Have the power to approve or veto any ordinance as the laws of the state shall prescribe
- .(K.S.A. 301:302, 305:306, 308:309; Code 1983, 1-205)
- 1-212. COMMITTEES. (a) The governing body may provide such standing or special committees as may be needed, and unless it shall otherwise determine, such committees shall be appointed by the mayor. (Ord. 1, Rule 21, Code 1970, 1-109; Ord. 733; Code 1993, 1-209)

1-213.

INCORPORATING CODE OF PROCEDURE FOR KANSAS CITIES.

There is hereby incorporated by reference for the purpose of establishing a code of procedure for the conduct of city council meetings of the City of Westwood, Kansas, that certain code known as the "Code of Procedure for Kansas Cities," Edition of 2004, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Code of Procedure for Kansas Cities shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Westwood, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. Changes to said Code shall include, but not be limited to, the change to the quorum requirement set out in Charter Ordinance 13. (Code 2008)

1-214.

CODE OF ETHICS. (a) Declaration of Policy - The proper operation of our government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established a Code of Ethics for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this code is to establish ethical standards by setting forth those actor actions that are incompatible with the best interests of the city.

(b) Responsibilities of Public Office - Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, state, and city and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long term public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.

(c) Dedicated Service - All officials and employees of the city should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives. Appointive officials and employees should adhere to the rule of work and performance established as the standard for their positions by the appropriate authority.

Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.

(d) Fair and Equal Treatment - (1) Interest in Appointments. Canvassing of members of the city council, directly or indirectly, in order to obtain preferential consideration in connection with any appointment to the municipal service shall disqualify the candidate for appointment except with reference to

positions filled by appointment by the city council.

(2) Use of Public Property - No official or employee shall request or permit the use of city-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as city policy for the use of such official or employee in the conduct of official business.

(3) Obligations to Citizens - No official or employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

(e) Conflict of Interest - No elected or appointive city official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business or political association.

Specific conflicts of interest are enumerated below for the guidance of officials and employees:

(1) Incompatible Employment - No elected or appointive city official or employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.

(2) Disclosure of Confidential Information - No elected or appointive city official or employee, shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the city. Nor shall he or she use such information to advance the financial or other private interest of himself, herself or others.

(3) Gifts and Favors. - No elected or appointive city official or employee shall accept any valuable gift, whether in the form of service, loan, thing or promise, from any person, firm, or corporation which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the city; nor shall any such official or employee (a) accept any gift, favor or thing of value that may tend to influence him or her in the discharge of his or her duties or (b) grant in the discharge of his or her duties any improper favor, service, or thing of value. The prohibition against gifts or favors shall not apply to: (a) an occasional nonpecuniary gift, of only nominal value or (b) an award publicly presented in recognition of public service or (c) any gift which would have been offered or given to him or her if not an official or employee.

(4) Representing Private Interest Before City Agencies or Courts - No elected or appointive city official or employee whose salary is paid in whole or in part by the city shall appear in behalf of private interest before any agency of this city. He or she shall not represent private interests in any action or proceeding

against the interest of the city in any litigation to which the city is a party.
(Code 2008)

SECTION 2: That Chapter 1, Article 3, of the Westwood City Code is hereby amended to read as follows:

- 1-301. APPOINTIVE OFFICERS. The mayor, by and with the consent of the council, and after receiving recommendation from the city administrator, may appoint a city clerk, city treasurer, city attorney, municipal judge, city prosecutor, chief of police and public works director. 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 city administrator. All such appointments shall be entered on the journal of proceedings of the governing body.
(C.O. No. 9, Sec. 3; K.S.A. 15-204; Code 2008)
- 1-302. APPOINTMENT OF CITY ADMINISTRATOR. The mayor, by and with the consent of the council, shall appoint a city administrator.
- 1-303. EMPLOYEES. (a) The city administrator shall have authority to hire all other employees, or such authority may be delegated to the respective department heads.
 (b) The salary ranges of employee held offices shall be fixed by Resolution and the compensation of nonemployee held offices shall be fixed by agreement.
 (c) The department head or authorized representative of any department within the city shall conduct a pre-employment investigation of all persons applying for or seeking a position as an employee of the city within such respective department. The Westwood Police Department shall aid the department head or authorized representative in fulfilling the requirements of this subsection by supplying any requested information it may possess regarding the person seeking employment to the requesting department head or authorized representative.
(Code 1970, 1-209; Ord. 601, Sec. 1; Ord. 665; Code 2008)
- 1-304. REMOVAL. (a) The city administrator may be removed either by the mayor, with the approval of a majority of the city council, or by the city council alone if at least four vote in favor of removal. If requested by the city administrator, the mayor and the city council shall grant the city administrator a public hearing within 30 days following notice of such removal. During the interim, the mayor, with the approval of a majority of the city council, may suspend the city administrator from duty, but shall continue their salary for two calendar months following the final removal date; provided, however, that if the city administrator shall be removed for acts of dishonesty or acts of moral turpitude, such salary shall not be continued.

(b) Subject to personnel system regulations, and after receiving a recommendation from the city administrator, all other appointive officers may be removed either by the mayor, with the approval of a majority of the city council, or by the city council alone if at least four members vote in favor of removal. For good cause, the city administrator may suspend at any time any appointed officer.

(c) Employees, other than appointed officers, may be removed by the city administrator upon recommendation of the respective department heads pursuant to the personnel policy adopted by the City Council by resolution.(K.S.A. 15-204; Code 2008)

1-305. VACANCY IN OFFICE. Whenever a vacancy occurs in any appointive office for whatever reason, the vacancy shall be filled by the mayor, with the consent of the council and after receiving recommendation from the city administrator(K.S.A. 15-209; Code 1983, 1-304)

1-306. TERM OF OFFICE. All appointive officers shall hold office for an indefinite term. (C.O. No. 9, Sec. 3; Code 1993, 1-305)

1-307. CITY ADMINISTRATOR; POWERS AND DUTIES. (a) Appoint and suspend or remove all city employees and recommend to the governing body the appointment and removal of all appointive officers provided for by or under this chapter, except as otherwise provided by law, this chapter or personnel rules adopted pursuant to this chapter. The city administrator may authorize any administrative officer subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency; direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this charter or by law; attend all city council meetings. The city administrator shall have the right to take part in discussion but shall not vote; see that all laws, provisions of this chapter and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed;

(b) Prepare and submit the annual (or biennial) budget and capital program to the city council, and implement the final budget approved by council to achieve the goals of the city;

(c) Submit to the city council and make available and accessible to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year and provide information needed by the council for its annual evaluation of performance;

(d) Make available and accessible such other reports as the city council may require concerning operations;

(e) Keep the city council fully advised as to the financial condition and future needs of the city;

- (f) Make recommendations to the city council concerning the affairs of the city and facilitate the work of the city council in developing policy;
- (g) Provide staff support services for the mayor and council members;
- (h) Assist the council to develop long term goals for the city and strategies to implement these goals;
- (i) Encourage and provide staff support for partnerships with community organizations and for regional and intergovernmental cooperation and equitable programming;
- (j) Promote partnerships among council, staff, and community members in developing public policy and building a sense of community; and
- (k) Perform such other duties as are specified in this chapter or may be required by the city council.

1-308. APPOINTMENT OR EMPLOYMENT IN MORE THAN ONE POSITION. The same person may be appointed to more than one appointive office, or employed in more than one department, except that the same person shall not be appointed to incompatible offices. Salaries or wages of such persons shall be prorated between the proper funds of the several offices or departments. (Code 2008)

1-309. CONFLICT OF INTEREST. (a) No city officer or employee shall be signatory upon, discuss in an official capacity, vote on any issue concerning or otherwise participate in his or her capacity as a public official or employee in the making of any contract with any person or business:

(1) In which the officer or employee owns a legal or equitable interest exceeding \$5,000 or five percent, whichever is less, individually or collectively with his or her spouse; or

(2) From which the officer or employee receives, in the current or immediately preceding or succeeding calendar year, any salary, gratuity, other compensation or a contract for or promise or expectation of any such salary, gratuity or other compensation or remuneration having a dollar value of \$1,000 or more; or

(3) In which he or she shall hold the position of officer or director, irrespective of the amount of compensation received from or ownership held in the business.

(b) The prohibitions contained in subsection (a) of this section shall not apply to the following:

(1) Contracts let after competitive bidding has been solicited by published notice; and

(2) Contracts for property or services for which the price or rate is fixed by law.

(K.S.A. 75-4301; Code 2008)

SECTION 3: That Chapter 1, Article 3A, of the Westwood City Code is hereby amended to read as follows:

1-3A01. OATH. All officers and employees of the city, whether elected or appointed, either under the laws of the State of Kansas or ordinances of the city, shall before entering upon the duties of their respective offices, take and subscribe an oath or affirmation as follows:

Oath: "I do solemnly swear (or affirm, as the case may be) that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of _____ (here enter name of office or position). So help me God."

Affirmation: "I do solemnly, sincerely and truly declare and affirm that I will support the Constitution of the United States and of the State of Kansas and faithfully discharge the duties of _____ (enter name of office or position). This I do under the pains and penalties of perjury.
(K.S.A. 75-4308, 54-104, 54-106; Code 2008)

1-3A02. OATHS FILED. All officers and employees required to take and subscribe or sign an oath or affirmation shall be supplied the forms for the purpose at the expense of the city and upon taking and subscribing or signing any such oath or affirmation, the same shall be filed with the city clerk. (Code 1983, 1-316)

1-3A04. SURETY BONDS; APPOINTIVE OFFICERS. The following appointive city officers shall each, before entering upon duties of their offices, give a good and sufficient surety company bond to the city, duly approved, conditioned upon the faithful performance and discharge of their respective duties, and for the proper application and payment of all money or property coming into his or her hands by virtue of his or her office, in the following amounts:

- (a) City treasurer - \$100,000;
- (b) City administrator - \$50,000;
- (c) City clerk - \$50,000;
- (d) Building official - \$50,000;
- (e) Municipal court clerk - \$50,000;.

(K.S.A. 15-208, 78-111; Ord. 2, Sec. 6; Ord. 674; Code 1983, 1-318)

1-3A05. SURETY BONDS; PREMIUMS. All premiums on surety bonds shall be paid by the city out of the general fund. (Code 1970, 1-304; Code 1993, 1-319)

1-3A06. SURETY BONDS; APPROVAL. All surety bonds given to the city shall be approved as to their form by the city attorney and as to their sufficiency by the governing body unless otherwise provided by the laws of the state. However, this provision shall not apply to appearance bonds for municipal court cases which have been ordered or approved by the judge and the municipal court.

(Code 1970, 1-305; Code 1993, 1-320)

1-3A07. SURETY BONDS; FILING. All surety bonds shall be filed with the city clerk except the city clerk's bond which shall be filed with the city treasurer.
(Code 1970, 1-306; Code 1993, 1-321)

1-3 A08. BLANKET BOND. The governing body may provide for the coverage by blanket bond of such officers and employees and in such amounts as the governing body may, by resolution, designate.
(Code 1970, 1-307; Code 1993, 1-322)

SECTION 4: That Chapter 1, Article 4, of the Westwood City Code is hereby amended to read as follows:

1-401. AUTHORITY TO INVEST.
(a) Public moneys or funds of the city which are not immediately required for the purposes for which the moneys were collected or received, and the investment of which is not subject to or regulated by other Kansas General Laws, may be invested in all investments prescribed by K.S.A. 12-1675 and amendments thereto.

(b) The governing body shall, from time to time, adopt policies that will describe which investments may be purchased with temporarily idle funds of the city; provided, however, that no policy shall allow an investment that is contrary to the provisions of K.S.A. 12-1675 and amendments thereto or any other Kansas State Statute.

1-402. INCOME FROM INVESTMENTS. The interest and other earnings from investments made pursuant to this chapter shall be credited to the general fund of the city and shall be used, insofar as possible, to relieve the ad valorem tax levies of the city. A complete and detailed record of all investments made pursuant to this chapter shall be maintained at all times. The provisions of this section shall not apply where the credit and allocation is prohibited by state or federal statutes or law; provided, however, all interest earned from the investment of the solid waste management fund at the city shall be returned to the fund to reduce any special assessments to participants who receive solid waste collection service from the city.

SECTION 5: That Chapter 1, Article 5, of the Westwood City Code is hereby amended to read as follows:

1-501. PERSONNEL POLICIES AND GUIDELINES. The city will promulgate administratively a personnel policy, which shall be adopted by resolution and provided to all employees. (Code 2008)

1-502. SOCIAL SECURITY. Ordinance No.308 passed by the governing body of the city and signed by the mayor on January 12, 1961, which ordinance extends

the benefits of the Social Security Act to the city employees of Westwood, is incorporated by reference herein and made a part thereof as if the same had been set out in full herein. (K.S.A. 40-2301:2307; Ord. 308; Code 1993, 1-501)

- 1-503. COMPENSATION. The salary ranges of employee held offices shall be fixed by Resolution and the compensation of nonemployee held offices shall be fixed by agreement. (Code 1983; Code 2008)

SECTION 6: That Chapter 1, Article 6, of the Westwood City Code is hereby amended to read as follows:

- 1-601. POLICY. (a) It is hereby declared to be the policy of the city that all public records which are made, maintained or kept by or are in the possession of the city, its officers and employees, shall be open for public inspection as provided by, and subject to the restrictions imposed by, the Kansas Open Records Act.

(b) Any person, upon request, shall have access to such open public records for the purpose of inspecting, abstracting or copying such records while they are in the possession, custody and control of the appointed or designated record custodian thereof, or his or her designated representative.
(Code 1993)

- 1-602. RECORD CUSTODIANS. (a) All city officers and employees appointed or designated as record custodians under this article shall: protect public records from damage and disorganization; prevent excessive disruption of the essential functions of the city; provide assistance and information upon request; insure efficient and timely action and response to all applications for inspection of public records; and shall carry out the procedures adopted by this city for inspecting and copying open public records.

(b) The official custodian shall prominently display or distribute or otherwise make available to the public a brochure in the form prescribed by the Local Freedom of Information Officer that contains basic information about the rights of a requester, the responsibilities of a public agency, and the procedures for inspecting or obtaining a copy of public records under the Kansas Open Records Act. The official custodian shall display or distribute or otherwise make available to the public the brochure at one or more places in the administrative offices of the city where it is available to members of the public who request public information in person. (Code 2008)

- 1-603. LOCAL FREEDOM OF INFORMATION OFFICERS. The Local Freedom of Information Officer shall:

(a) Prepare and provide educational materials and information concerning the Kansas Open Records Act;

(b) be available to assist the city and members of the general public to resolve disputes relating to the Kansas Open Records Act;

(c) respond to inquiries relating to the Kansas Open Records Act;

(d) establish the requirements for the content, size, shape and other physical characteristics of a brochure required to be displayed or distributed or

otherwise made available to the public under the Kansas Open Records Act. In establishing such requirements for the content of the brochure, the Local Freedom of Information Officer shall include plainly written basic information about the rights of a requester, the responsibilities of the city, and the procedures for inspecting and obtaining a copy of public records under the Act.
(Code 2008)

1-604. PUBLIC REQUEST FOR ACCESS. All city offices keeping and maintaining open public records shall establish office hours during which any person may make a request for access to an open public record. Such hours shall be no fewer than the hours each business day the office is regularly open to the public. For any city office not open Monday through Friday, hours shall be established by the record custodian for each such day at which time any person may request access to an open public record. (Code 1993, 1-603)

1-605. FACILITIES FOR PUBLIC INSPECTION. All city offices keeping and maintaining open public records shall provide suitable facilities to be used by any person desiring to inspect and/or copy an open public record. The office of the city clerk, being the principal recordkeeper of the city, shall be used as the principal office for providing access to and providing copies of open records to the maximum extent practicable. Requesters of records shall be referred to the office of the city clerk except when the requested records are not in that office and are available in another city office. (Code 1993, 1-603)

1-606. PROCEDURES FOR INSPECTION. Any person requesting access to an open public record for purposes of inspecting or copying such record, or obtaining a copy thereof, shall abide by the procedures adopted by the governing body for record inspection and copying, including those procedures established by record custodians as authorized by the governing body. Such procedures shall be posted in each city office keeping and maintaining open public records.
(Code 1993, 1-605)

1-607. APPOINTMENT OF OFFICIAL CUSTODIANS. The following city officers are hereby appointed as official custodians for purposes of the Kansas Open Records Act and are hereby charged with responsibility for compliance with that Act with respect to the hereinafter listed public records:

(a) City Clerk - All public records kept and maintained in the city clerk's office and all other public records not provided for elsewhere in this section.

(b) City Treasurer - All public records not on file in the office of the city clerk and kept and maintained in the city treasurer's office.

(c) Chief of Police - All public records not on file in the office of the city clerk and kept and maintained in the city police department.

(d) City Attorney - All public records not on file in the office of the city clerk and kept and maintained in the city attorney's office.

(e) Clerk of the Municipal Court - All public records not on file in the

office of the city clerk and kept and maintained in the municipal court.

(f) City Administrator – All public records kept and maintained in the city clerk's office and all other public records not provided for elsewhere in this section.

1-608. DESIGNATION OF ADDITIONAL RECORD CUSTODIANS. (a) Each of the official custodians appointed in section 1-607 is hereby authorized to designate any subordinate officers or employees to serve as record custodian. Such record custodians shall have such duties and powers as are set out in the Kansas Open Records Act.

(b) Whenever an official custodian shall appoint another person as a record custodian he or she shall notify the city clerk of such designation and the city clerk shall maintain a register of all such designations.
(Code 1993, 1-607)

1-609. APPOINTMENT OF LOCAL FREEDOM OF INFORMATION OFFICER. The City Clerk is hereby appointed as the local freedom of information officer and charged with all of the duties as set forth in section 1-603. (Code 2008)

1-610. REQUESTS TO BE DIRECTED TO CUSTODIANS. (a) All members of the public, in seeking access to, or copies of, a public record in accordance with the provisions of the Kansas Open Records Act, shall address their requests to the custodian charged with responsibility for the maintenance of the record sought to be inspected or copied.

(b) Whenever any city officer or employee appointed or designated as a custodian under this article is presented with a request for access to, or copy of, a public record which record the custodian does not have in his or her possession and for which he or she has not been given responsibility to keep and maintain, the custodian shall so advise the person requesting the record. Further, the person making the request shall be informed as to which custodian the request should be addressed to, if such is known by the custodian receiving the request.
(Code 1993, 1-609)

1-611. FEE ADMINISTRATION. The city clerk is hereby authorized to provide the clerk's office, and the office of each record custodian, with sufficient cash to enable the making of change for record fee purposes. Each custodian shall transmit all record fee moneys collected to the city treasurer not less than monthly. Each custodian shall maintain duplicates of all records and copy request forms, completed as to the amount of fee charged and collected, which amounts shall be periodically audited by the clerk-finance officer and treasurer of the city.
(Code 1993, 1-610)

1-612. FEES TO BE CHARGED. When a request has been made for inspection of any public record or any record to which the requestor may by law have access, a fee shall be charged as established by the Governing Body of the City of Westwood, Kansas. (Ord. 827, Sec. 1; Code 2008)

1-613. PREPAYMENT OF FEES. (a) A record custodian may demand prepayment of the fees established by this article whenever he or she believes this to be in the best interest of the city. The prepayment amount shall be an estimate of the inspection and/or copying charges accrued in fulfilling the record request. Any overage or underage in the prepayment shall be settled prior to inspection of the requested record or delivery of the requested copies.

 (b) Prepayment of inspection and/or copying fees shall be required whenever, in the best estimate of the record custodian, such fees are estimated to exceed \$50.00.

 (c) Where prepayment has been demanded by the record custodian, no record shall be made available to the requester until such prepayment has been made.

(Code 1993, 1-613; code 2008)

1-614. PAYMENT. All fees charged under this article shall be paid to the custodian of the records inspected and/or copied unless the requester has established an account, for purposes of billing and payment, with the city. (Code 1993, 1-614)

STAFF REPORT

Meeting Date: April 14, 2022

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

Discussion Item: Consider Agreement with Gould Evans for City Facilities Assessment and Feasibility Analysis

Background/Description of Item

In September 2021, the Governing Body held a work session to discuss a plan of action for determining the future of public lands in Westwood. As a result of that work session the following plan achieved consensus from the Governing Body and provided direction to staff to execute:

1. Engage the Urban Land Institute to conduct a follow-up [to the 2015] Technical Assistance Panel (TAP) to: (a) evaluate highest and best use for the corners of 47th & Rainbow and 50th & Rainbow Blvd. to maximize long-term economic and social impact for the community, (b) recommend the best location of municipal facilities, and (c) recommend ways in which Westwood could further the objectives of providing quality accessible and affordable housing. ***This was conducted and concluded in Fall 2021.***
2. Conduct a City facilities analysis of existing buildings, including an assessment and cost estimate of deferred maintenance and optimal site selection, if different from the current location of City facilities. ***This expense was budgeted in the City's Capital Improvement Plan (CIP) for 2022 and is prepared for action at today's meeting.***
3. Reconvene at the conclusion of the City facilities analysis in the Fall of 2022 to determine strategic direction for the southwest corner of 50th & Rainbow and the southwest corner of 47th & Rainbow.
4. Execute the plan of action, possibly including issuing RFP's for private development opportunities.

Staff Comments/Recommendation

In executing this plan of action, the Mayor convened a steering committee of eight (8) individuals to:

- a. Review and approve a study scope and Request for Qualifications (RFQ)¹, as prepared by City staff;
- b. Serve on the professional services firm interview and selection committee; and
- c. Guide the work of the retained professional services firm and provide input on their questions throughout the study period.

This steering committee is comprised of:

- Westwood Mayor – David Waters
- Westwood City Council – Holly Wimer

¹ Included in the meeting packet for your convenience.

- Westwood Planning Commission – David Kelman
- Westwood Foundation – Sean O’Brien
- Westwood community at-large – Lisa Fielden
- Westwood City Administration – Leslie Herring
- Westwood Police – Chief Curt Mansell
- Westwood Public Works – Director John Sullivan

A timeline of the steering committee’s work to-date is as follows:

- February 4 – Convene to review draft RFQ and to provide direction to staff
- February 8 – Publish RFQ and invite respondents
- February 22 – Hold RFQ pre-proposal meeting to respond to questions from potential respondents
- March 2 – Host pre-proposal facilities tour for benefit of potential respondents
- March 11 – RFQ response period closes
- March 14 – Convene steering committee to review responses and to determine who to invite for interviews
- March 31 and April 4 – Hold firm interviews
- April 4 – Steering committee determines which firm to recommend to the City Council for consideration

In total, eight (8) responses to the RFQ were received and four (4) teams were interviewed. The entire process was conducted in a manner that encouraged competitive bidding, certainty and transparency, and structured analysis of each team’s qualifications, experience, and approach to the objectives of the project. Ultimately, the steering committee recommends Gould Evans to the City Council for consideration of an agreement to perform the work to achieve the Governing Body’s stated objective in the adopted plan of action and to build upon the work of the 2015 ULI TAP, the 2017 Master Plan, and the 2021 ULI TAP.

Gould Evans firm representatives will be present at the Council meeting to introduce themselves to the Governing Body and to provide an overview of their qualifications and approach to the project. Upon consent of the Governing Body, City staff and the City Attorney will negotiate terms of an agreement for execution by the Mayor.

Budget Impact

Gould Evans’ fee proposal, included in its response to the RFQ², is within the project budget of \$75,000 as budgeted in the 2022 Capital Improvement Plan. They provide a couple optional additional services should the Governing Body or the steering committee wish to pursue them and additional optional services may be requested as they are desired by us as the client.

Suggested Motion

I move to approve a services agreement with Gould Evans to perform a City Facilities Assessment and Feasibility Analysis in an amount not to exceed \$80,000, conditioned upon such agreement’s approval by the City Attorney.

² Included in the meeting packet for your convenience.



Request for Qualifications and Fee Proposals

City Facilities Assessment and Feasibility Analysis

Westwood City Hall and Westwood Public Works Facility

February 8, 2022



Request for Qualifications and Fee Proposals for

City Facilities Assessment and Feasibility Analysis

Westwood City Hall, Police Department, Public Works Facility and City Park

The City of Westwood, Kansas (the “City”) is requesting proposals and statements of qualification (the “Proposals”) for professional services to assess the City’s existing facilities and to analyze the feasibility of repairing or replacing such facilities as described in Section C herein (the “Services”) related to City Hall located on City-owned property at 4700 Rainbow Blvd. and the Public Works Facility located on City-owned property at 2545 W. 47th St. The City intends to select, hire and pay the successful applicant (the “Firm”) based on a qualification-based selection procedure.

The City and the selected applicant will negotiate an agreed upon a fee for the Services. The City also reserves the right to negotiate all other terms of the Proposal with the selected applicant.

A. PROJECT DESCRIPTION

Westwood City Hall, located at 4700 Rainbow Blvd., and Public Works Facility, located at 2545 W. 47th St., were built in 1990 and around 1915¹, respectively. Westwood City Hall houses the City’s council chambers, administrative functions, municipal court, building codes, and police operations as well as a rentable community room with adjoining full kitchen. The Public Works Facility is a single-use, dedicated facility for the City’s public works operations.

From the 1970s until around 2010, the City experienced consistent population loss, and revenues and population stabilization were uncertain. Since 2010, the City has benefited from consistent population growth and investments from both commercial and residential property owners. Over the last several years, the City has seen major private reinvestment and attention paid to making improvements in all corners of the city, indicating to City leaders that the positive market trend and population increases in Westwood will only grow for the foreseeable future and, with it, the City’s ability to adequately provide and fund operations and maintenance of its facilities.

In 2015 and again in 2021, the Urban Land Institute of Kansas City conducted a Technical Assistance Panel (TAP) to study the long-range highest and best land

¹ The Public Works Facility building was originally owned by the Strang Line Railroad to house street cars. In 1919, the building was purchased by the then-existing City’s Service Gas Company, which moved the building to its current Westwood site. In 1989, the City of Westwood purchased the land and the building and has since that time modified the building to meet the evolving needs of the Public Works Department.



use opportunities for publicly-owned property at and adjacent to the existing City Hall facility and the site of the City's Joe D. Dennis Park at 5000 Rainbow Blvd., as well as additional key sites. The focus of the 2015 ULI TAP ([available via this link](#)) was on stabilizing (and creating more certainty around) the City's financial sustainability and population stabilization, and how land use decisions by the City with its own property could create that desired security. The focus of the 2021 ULI TAP ([available via this link](#)) was on leveraging the City's current market position to create long-term financial sustainability, building upon and around the recently-secured future of Westwood View Elementary in Westwood and the Shawnee Mission School District's stated intent to honor its Option Agreement with the City to purchase the site of the existing elementary school once it is decommissioned, following construction of the new Westwood View on an adjacent parcel.

The recommendations from those studies which are most relevant to this RFP include:

- Redevelop the City Hall site for commercial uses;
- Relocate City Hall upon the existing site to accommodate mixed-use commercial redevelopment or relocate City Hall to the southwest corner of 50th & Rainbow on publicly-owned land there;
- Study the feasibility of co-locating public works and police operations on the existing Public Works Facility site;
- Increase and improve park and civic gathering spaces;
- Increase and diversify housing options;
- Make Rainbow Blvd. more pedestrian-friendly; and that the
- City should execute purchase option to obtain control of the former Westwood View school site.

The 2017 Master Plan ([available via this link](#)) also supports these recommendations as they relate to the City's facilities.

The City desires to achieve four important goals for this project (the "Project"), including:

a. Identify any areas of (i) deferred maintenance on the existing facility, (ii) operational inadequacy/obsolescence of the existing facilities, (iii) facility alternatives and (iv) replacement of the City Park specifically considering the following objectives:

i. Existing Facility – Deferred Maintenance

- Investigate condition of all primary building systems, including, but not limited to building envelope, MEP/FP systems, ADA compliance, energy efficiency, etc.
- Investigate condition of all site improvements for ADA compliance, durability, maintenance, etc.



- ii. **Existing Facility – Operational Inadequacies/Obsolescence**
- Consider current operational needs of City administration, public works, police, and municipal court;
 - Build in capacity to shift and share spaces amongst City operations consistent with modern and future municipal service delivery, resulting from the integration of emerging technologies and changes in land use;
 - Support best practices in security and safety measures as well as integrated technology through the facilities' structure;
 - Provide accommodations to engage with community members and groups within the current or new facilities, which are forward-thinking considering the changing nature of how community members interact with local government; and
 - Incorporate innovative design characteristics for contemporary civic buildings, public works, police, and courts facilities, including environmental sustainability.
- iii. **Facility Alternatives** – Constructing facility alternatives;
- It is anticipated that the future program would be similar to the existing facilities which are generally summarized as follows;
 - Administration and Municipal Court 5,050 SF
 - Council Chambers 1,800 SF
 - Community Room 2,000 SF
 - Police Operations 4,950 SF
 - Public Works 19,000 SF
 - Alternative solutions may consider the following;
 - Construct new City Hall at either 50th & Rainbow Blvd. within an expanded park or location within a new mixed use commercial development at 47th & Rainbow Blvd.
 - Construct a new facility for police and public works operations at the site of the existing Public Works Facility.
- iv. **New City Park** – Demolishing the existing Westwood View Elementary School and replacing it with a public park, to cover the full area of the parcels currently owned by the Shawnee Mission School District at 2511 W. 50th St.



b. Deliverables should include recommendations of planning solutions and professional conceptual estimates of total probable cost (construction, professional services, financing, contingency, FFE) for:

i. **Existing Facility - Deferred Maintenance**

- Addressing any and all identified areas of deferred maintenance by site/building system.
- Findings should be prioritized by importance for continued building function.

ii. **Existing Facility - Operational Inadequacies/Obsolescence**

- Reprogramming and redesign necessary to overcome operational inadequacy/obsolescence of the existing facilities (as described above);

iii. **Facility Alternatives** -

- Plans should address current best practices for administrative, municipal court, police, public works, and council operations.

and

iv. **New City Park**

- Plans should consider integration with current residential scale and options for either or both medium density residential and small scale commercial development.

c. Present Project process, findings for each of the four important goals, and Firm's professional recommendations to the City with a:

- i. Public presentation to the Westwood Governing Body; and
- ii. Final printable report to be posted on the City's website.



B. PROJECT TEAM

The City has created a steering committee (the “Steering Committee”) to guide the Firm’s work and to provide key input on and responses to questions or requests that the Firm may have throughout the Project.

Steering Committee team members include:

- Westwood Mayor – David Waters
- Westwood City Council – Holly Wimer
- Westwood Planning Commission – David Kelman
- Westwood Foundation – Sean O’Brien
- Westwood community at-large – Lisa Fielden
- Westwood City Administration – Leslie Herring
- Westwood Police – Chief Curt Mansell
- Westwood Public Works – Director John Sullivan

Respondent Team members include:

- Existing Facility
 - Engineering staff experienced with investigating condition of all primary building systems, including, but not limited to site improvements, building envelope, MEP/FP systems, etc.
 - Planning/Programming staff experienced with operational best practices and addressing the operational inadequacies/obsolescence of existing facilities, if any.
- New Facility
 - Planning staff necessary to conceptually program, site, and plan for new facility alternatives.
- New City Park
 - Planning staff experience with civic park planning.
- Professional estimating staff necessary to provide conceptual estimates for total project costs for (i) Facility Assessment, (ii) remodel to address operational inadequacies/obsolescence, (iii) constructing New Facility, if recommended to be either situated in the City Park or integrated into a redevelopment of 47th & Rainbow, and (iv) constructing the new City Park.



C. SCOPE OF SERVICES

1. Discovery Phase Services

- 1.1. Firm shall create a list of documentation needed from the City to perform Services.
- 1.2. Firm shall receive and review documentation from the City.
- 1.3. Firm shall perform on-site evaluation of existing City facilities.
- 1.4. Firm shall conduct interviews of operational staff to understand issues with existing City facilities and future demands.
- 1.5. Firm shall conduct limited public engagement to ensure citizen input is represented in the Project and that facility recommendations take into account public desires and expectations.
- 1.6. Firm shall facilitate discussions and provide recommendations to improve energy efficiency and other aspects of environmental sustainability into the facilities.
- 1.7. Firm shall facilitate discussions and provide recommendations to improve security and safety measures as well as to integrate technology into the facilities.
- 1.8. Firm shall be available for questions and follow-up by telephone, virtual meeting, or site meetings with Steering Committee or City staff.

2. Estimation Phase Services

- 2.1. Firm shall prepare opinions of total probable costs to be incurred by City to address any and all identified areas of deferred maintenance and operational inadequacy/obsolescence of the existing facilities (as described above).
- 2.2. Firm shall prepare opinions of total probable costs to be incurred by City in designing and constructing the facilities recommended by the Firm, including demolition costs.
- 2.3. Firm shall prepare an opinion of total probable cost to be incurred by City in designing and constructing a park similar in nature to that illustrated in the 2021 ULI TAP Report, with additional guidance provided by the Steering Committee during the Project, including demolition costs.

3. Presentation Phase Services

- 3.1. Firm shall present preliminary/conceptual recommendations to the Steering Committee ahead of the public presentation, allowing adequate time to incorporate feedback from the Steering Committee into the public presentation and final report.
- 3.2. Firm shall present the Project process, findings, and professional recommendations to the Westwood Governing Body at a public meeting,



allowing adequate time to respond to questions regarding the Project and findings during that meeting.

3.3. Firm shall provide a formal, written report of its findings to the City for posting on the City's website for public consumption.

4. Desired Project Schedule

See below for all Pre-Contract activities (Section F.2.5).

Milestone	Date
Notice to Proceed	Within two (2) weeks after receipt of signed contract
Complete Discovery Phase	Within eight (8) weeks after receipt of signed contract
Complete Estimation Phase	Within sixteen (16) weeks after receipt of signed contract
Complete Presentation Phase	Within twenty (20) weeks after receipt of signed contract
Deliver Final Report	Within twenty-four (24) weeks after receipt of signed contract



D. QUALIFICATIONS

Proposals should include the following detailed information:

1. Description of applicant firm's history and number of years' experience providing similar services to those described herein;
2. Identify the applicant's principals, managers and key staff members who would be assigned to perform the Services and describe the professional qualifications and experience of each such person with regard to the scope of services listed in this RFP. Please list the key staff members you are proposing for this engagement and their experience and job responsibility/title with the current and past assignments you list in Item No. 4 of this list of qualifications.
3. Percentage of applicant revenue derived from similar work;
4. List of current and past assignments for which similar services were provided including description of projects, whether or not the entity for which the services were provided was public or private, the size of any public entity for which services were provided, project commencement and completion date, any subcontractors engaged by the Firm, and staff member(s) assigned to each project;
5. At least five (5) references of clients, including at least one (1) public entity, for which similar services have been performed with contact names, address, telephone number, and e-mail address.
6. Demonstration of ability to perform services comparable in design, scope and complexity to this Project.
7. Description of your approach to performing Services, including timeline for meeting or accelerating desired Project completion date.
8. Description of approach to seeking and incorporating Steering Committee, City operational staff, and public input and a summary indicating roles and responsibilities of Firm and City.
9. An example of a regular status report/update that documents project status, milestones, and outstanding action items.
10. A proposed fee to provide the Services, the basis for the fee including an itemized breakdown of all items including overhead and profit, and proposed reimbursable expenses to be charged to the Project. Final determination of fees/expenses will be negotiated between the City and the successful applicant. Please include all hourly rates associated with each Firm member proposed for the project.



E. FEE PROPOSAL

Firms should submit their fee proposals for each of the following important goals;

- iii. Existing Facility - Deferred Maintenance
- iv. Existing Facility - Operational Inadequacies/Obsolescence
- v. Facility Alternatives
- vi. New City Park

Please provide a list of hourly rates for each member of the firm and subconsultants.



F. PROPOSAL SUBMISSION & SELECTION

1. Proposal Submission

1.1. To be eligible for consideration, **one (1) electronic copy** of the response to the RFP must be received by the City of Westwood no later than **3:00 PM CST, on March 11th**. Late submittals will not be considered and will be returned to submitter unopened. The font should not be smaller than 12 point. Covers, cover letter (single page max) and table of contents are not included in the 10-page limit. Further details regarding page counts follow:

Item	Page Requirements
Firm Information and Qualifications (Item Nos. D.1 – D.3 listed above)	Three (3) single letter-sized pages total.
Firm's Past Relevant Experience (Item Nos. D.4 – D.6 listed above)	Three (3) single letter-sized pages total.
Proposed Project Approach (Item Nos. D.7 – D.9 listed above)	Three (3) single letter-sized pages total.
Fee Proposal (Item No. D.10 listed above)	One (1) single letter-sized pages total.

1.2. If mailing or delivering a flash drive, the envelope should be addressed to:

City of Westwood
Attn: Leslie Herring
4700 Rainbow Blvd.
Westwood, KS 66205

If emailing your submission, please email to Leslie Herring at leslie.herring@westwoodks.org. If you email the file, it is your responsibility to ensure that the proposal has been received and not blocked by a spam filter or rejected due to file size. To confirm receipt of the file, contact Leslie Herring at leslie.herring@westwoodks.org or 913-942-2128 prior to 3:00 PM CST on Friday, March 11, 2022.



1.3. The City will host a pre-proposal meeting for all interested Firms to ask preliminary questions and gain clarity around any elements or requirements of this RFP. Details follow:

When: Tuesday, February 22, 2022 at 2:00 PM

Where: Zoom virtual meeting

Topic: Westwood Facilities Study Pre-Proposal Meeting

<https://us02web.zoom.us/j/84137721058?pwd=eW5jb2o3a1BFUjVHZkZjd0JaK0syZz09>

Meeting ID: 841 3772 1058

Passcode: 520473

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Questions/requests for clarification must be submitted in writing to the City by March 1, 2022 at 12:00 PM (noon) CST. Please submit questions in writing to Leslie Herring at leslie.herring@westwoodks.org.

1.4. All questions, requests for clarification, and related responses as well as a recording of the pre-proposal meeting will be posted to the City of Westwood's website by close of business on Friday, March 4, 2022. A link to that content will be available here: <https://www.westwoodks.org/publicnotices>.

1.5. To avoid inconsistencies and confusion, all communication related to the Proposal process is requested to be directed to Leslie Herring. Contact with other City personnel regarding the Proposal or this Proposal process may be grounds for elimination from the selection process.

1.6. A Proposal may be withdrawn prior to the submission deadline. After the submission deadline, all Proposals received shall remain valid and be binding upon the applicant if accepted by the City within sixty (60) calendar days after the submission date. The City is not responsible for any costs incurred in connection with preparation of any Proposal submittal.

1.7. The City reserves the right to accept or reject all Proposals and to waive any technicalities or irregularities therein. Further, the City reserves the right to negotiate all terms of the Proposals. All persons submitting a Proposal agree that rejection shall create no liability on the part of the City because of such rejection.

1.8. The City is exempt from State and local sales taxes by K.S.A 79-3606.



1.9. The City or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

1.10. Respondent shall, in addition to any other obligation to indemnify the City of Westwood and to the fullest extent provided by law, indemnify and hold harmless the City of Westwood and its elected officials, employees and agents from and against any and all claims and damages resulting from any error, omission or negligent acts of the respondent its agents, employees or representative in the performance of the respondent's duties under any agreement resulting from award of this proposal. The indemnification obligations hereunder shall not be limited.

1.11. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

1.12. No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, sexual orientation, gender identity, national origin, or religious creed. Successful respondent must comply with the Kansas Act Against Discrimination and, if applicable, execute a Certificate of Non-Discrimination as provided in K.S.A. 44-1030.

1.13. The respondent acknowledges that any proposal, correspondence, documents or other records submitted to the City will be considered an open public record pursuant to the Kansas Open Records Act.

1.14. The invalidity, illegality or unenforceability of any provision of this Request for Proposals or subsequent agreement, shall in no way affect the validity or enforceability of any other portion or provision of the agreement.

2. Evaluation of Proposals

2.1. From RFPs received, the Steering Committee will review the submittals and rank the firms according to the following criteria:

Qualification	Weighted Importance
Ability to accomplish project within desired timeframe at a cost acceptable to the City	5%
Project understanding	10%
Experience and availability of key personnel	10%
Experience on similar projects	10%
Approach to Project phases	25%
Demonstration of creativity in developing solutions to critical issues	40%



- 2.2. The Steering Committee will evaluate Proposal submissions and will select three (3) – five (5) applicants for interviews. Selected Firms will be notified to schedule an interview.
- 2.3. After completion of interviews, a recommendation for selection will be made to the Governing Body and City staff will endeavor to negotiate a contract with the successful applicant. In the event a mutually agreeable contract cannot be negotiated, City staff will then enter into contract negotiations with the next highest rated applicant until a mutually agreeable contract can be negotiated, or alternatively, the City may reject all remaining submissions.
- 2.4. The remaining firms will be notified by letter after contract execution with the successful Firm.
- 2.5. Preliminary timeline for Firm selection:

Milestone	Date
RFP Released	February 8, 2022
Pre-Proposal Meeting	February 22, 2022, 2:00 PM
Posting of Pre-Proposal Meeting Recording	February 25, 2022
Deadline for Requests for Clarification and Questions	March 1, 2022
Posting of All Responses to Requests for Clarification and Questions	March 4, 2022
Proposals Due	March 11, 2022, 3:00 PM
Review of Proposals	Week of March 14, 2022
Interviews	Week of March 21 and/or 28, 2022
Selection Recommendation to Governing Body	April 14, 2022
Contract Negotiation and Execution	Week of April 18, 2022
Notice to Proceed/Project Kick-off Meeting	Week of May 2, 2022

CITY FACILITIES ASSESSMENT & FEASIBILITY ANALYSIS

CITY OF WESTWOOD, KS
March 11, 2022

gouldevans

March 11, 2022

City of Westwood
Attn: Leslie Herring
4700 Rainbow Blvd.
Westwood, KS 6620

RE: City Facilities Assessment and Feasibility Analysis

Members of the selection committee,

Like most living things, cities can't stay the same. They either find ways to continually improve and prosper, or they stagnate and struggle. After forty years of decline, the City of Westwood has experienced a decade of growth and reinvestment. This is in part due to being a highly desirable first-tier suburb located adjacent to 20 years of reinvestments in the downtown/midtown/Plaza districts. Being landlocked has allowed Westwood to avoid the allure of expansive growth that has cost most other cities to expand well beyond their means. Most importantly, the city has chosen to invest in itself over the last ten years, fighting to maintain its neighborhood school, purchasing a church property, and finding ways to expand retail services and housing options, thereby increasing the tax base and the population to maintain a thriving community with high levels of community services.

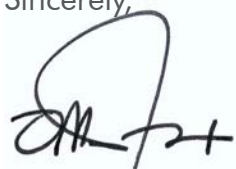
With this City Facilities Assessment and Feasibility Analysis, Westwood is taking an important next step towards maintaining that vitality. The new neighborhood school is nearing completion, creating a rare opportunity for the city to capture a major landholding near its core. The vibrancy and amenities provided by the recent Woodside mixed use development has shown that healthy growth can add to the revenue resources needed to preserve great neighborhoods.

Gould Evans understands more than most the economy of cities. Through our work in surrounding communities as city planners, architects, and urban designers on both the public and the private sides of development, we understand the dynamics in play at Westwood. Our involvement in the recent Technical Assistance Panel exposed us to the opportunities now presented to the City of Westwood. We would enjoy working with you to find the best path forward.

Our team is enhanced by the engineers at Olsson, who will assist us with the conditions assessment, evaluating site conditions as well as deferred maintenance and renewal costs for building mechanical, electrical, plumbing, life safety and telecommunications systems. The City will also benefit from the expertise of the Ryan Companies, a national development expert who will help us define the revenue potential of the City's current real estate holdings.

Please review our qualifications and proposal and let us know if we can be your partners for planning a wonderful city.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Strait", is written over a light blue rectangular background.

Dennis Strait, AIA, ASLA, LEED AP
Principal
816.701.5347; dennis.strait@gouldevans.com

FIRM INFORMATION & QUALIFICATIONS

p1

EXPERIENCE & QUALIFICATIONS

p5

PROJECT APPROACH

p9

FEE PROPOSAL

p12

TAB 1: FIRM INTRODUCTION

Gould Evans offices
at 4200 Penn –
WHAT IF a 1930s
laundry became a
modern workplace?



gould evans

Collaboration is at the heart of our design approach and process.

Driven by a deep sense of curiosity and the pursuit of meaningful outcomes, we view the project process as a partnership between stakeholders, users, community members, and the design team.

We bring people together with open and honest communications and a commitment to clarity.

We tailor our approach to your design challenge, clearly defining your goals to create places that transform their surroundings, engage their communities, sustain their environment, and support your mission.



SERVICES PROVIDED

- Master Plans
- Feasibility Studies
- Needs Assessments
- Facility Conditions Review
- Community Engagement
- Adaptive Reuse
- Pre-Bond Support Services

FIRM’S HISTORY & NUMBER OF YEARS OF EXPERIENCE PROVIDING SIMILAR SERVICES

Gould Evans was founded in 1974 by Robert Gould and David Evans, two former classmates from the University of Kansas School of Architecture who shared a passion for regional architecture and design. They established a general practice firm in Lawrence, Kansas, with strong connections to region and community. From these roots and a driving entrepreneurial spirit, emerged multiple studios in locations across the United States. Since its inception, the firm has been providing services for adaptive reuse and new construction.

WHY GOULD EVANS?

To make real progress through times of change, you need a team that values curiosity over copy and paste solutions. Gould Evans is a unique practice—a design studio of architects, interior designers, researchers, and urban planners that bring a vast network of experience, intelligence, and creativity. Our diverse portfolio of project experience means we bring a broad viewpoint that allows us to approach every project with fresh eyes. Especially when it comes to the unique challenges of shared facilities, we get excited about working with a diverse group of community stakeholders to uncover a solution that exceeds everyone’s expectations.

% OF REVENUE DERIVED FROM SIMILAR WORK

Gould Evans is a full-service planning and design firm. We provide comprehensive planning, community planning and facilitation, development planning, urban design, site design, pre-design services, schematic design, design development and construction document preparation, bidding assistance, construction phase services. Facility assessments, development planning, budgeting for new projects and public facilitation are all regular parts of our services, representing about 5% of firm’s revenues.



DENNIS STRAIT, AIA, ASLA, LEED AP
Principal-in-Charge, Gould Evans

An architect, planner, and landscape architect, Dennis' ability to recognize opportunities at the site and community scales result in buildings that contribute to the life of a place. He is a skilled leader

and manager who excels at directing communities through complicated projects with an innate sense of when the process needs more gas or more brake.

Select Experience

Kansas Law Enforcement Training Center – Hutchinson, KS: Master Plan

Missouri Innovation Campus – Lee's Summit, MO: Feasibility Study; Final Design

Skilled KC Technical Institute – Kansas City, MO: Strategic Master Plan

City of Phoenix, AZ: South Central Transit-Oriented Development Master Plan

City of Overland Park, KS: Sanders Justice Center; Matt Ross Community Center

City of Sedalia, MO: Community Center Feasibility Study



GRAHAM SMITH, ASLA, LEED AP
Planning/Zoning Advisor, Gould Evans

Graham, as the Director of the Gould Evans Studio for City Design, focuses on providing policy and urban design guidance to communities. Through the

preparation of community, area, neighborhood, corridor, special project plans, design guidelines, and regulations, Graham provides the clients he engages with visionary, implementable plans.

Select Experience

City of Prairie Village, KS: Comprehensive Plan

City of Fairway, KS: Comprehensive Plan

City of Maize, KS: Comprehensive Plan Update

City of Pleasant Hill, MO: Comprehensive Plan

City of Harrisonville, MO: City-wide Master Plan

City of Blue Springs, MO: Comprehensive Plan and Unified Development Code

City of Bella Vista, AR: Comprehensive Plan

City of Rapid City, SD: Downtown Master Plan



SEAN ZAUDKE, AIA, LEED AP
Project Designer, Gould Evans

Sean brings 23 years of architectural planning and design experience, with his focus on the planning, programming and design of civic and educational

facilities for clients throughout the country. He brings to this project a tremendous understanding of the design requirements for creating optimal environments, integrating technology and enhancing community outcomes.

Select Experience

Olathe Public Library – Olathe, KS: Expansion Programming; Adaptive Reuse: Indian Creek Library

The State Historical Society of Missouri – Columbia, MO: Center for Missouri Studies

Kansas City Art Institute – Kansas City, MO: Adaptive Reuse: Tony Jones Studio for Animation

Missouri Innovation Campus – Lee's Summit, MO: Feasibility Study; Final Design

Lawrence Public Library – Lawrence, KS: Programming, Pre-Bond Services, Final Design



SAM LORING, AIA, LEED AP
Project Manager/Architect, Gould Evans

Sam brings a diverse skill-set that makes him a key part of the team from project kick-off through construction administration. With

more than 15 years of experience, Sam understands how to work within the constraints of budget and schedule to create innovative, client-based solutions. Sam is committed to problem solving and a collaborative design approach, providing creative solutions that exceed expectations.

Select Experience

Olathe Public Library – Olathe, KS: Expansion Programming; Adaptive Reuse: Indian Creek Library

The State Historical Society of Missouri – Columbia, MO: Center for Missouri Studies

Kansas City Art Institute – Kansas City, MO: Adaptive Reuse: Tony Jones Studio for Animation

This project team is available to complete the proposed services within the project schedule.



TIM DANNER, PE
MEP Engineer, Olsson

Serving as an electrical/mechanical team leader, Tim coordinates the actions of the mechanical and electrical team members to deliver quality results to clients.

He manages projects throughout their life cycle and collaborates with clients to achieve satisfaction and relationship longevity.

Select Experience

City of Lee's Summit, MO: On-Call Services, Generator Fuel Storage Replacement

City of Hartville, MO: Wright County Jail; Wright County Jail, Detention Center Addition

City of Halbur, IA: New Fire Station

Albert, OK: United States Postal Service (USPS), USPS MPO Modular Bldg

City of Springfield, MO: State of Missouri, Missouri TASMG Readiness Center

City of Neosho, MO: State of Missouri, Missouri TASMG Readiness Center

City of Lebanon, MO: Public Safety Center



DAVID EICKMAN, PE, LEED AP
Civil Engineer, Olsson

David delivers superior client service in his civil engineering projects, consistently showing reliability and integrity. He frequently manages large projects

focusing on commercial, residential, educational, and industrial development. David also has gathered experience in sanitary and storm sewer inspection, street paving, and field surveying.

Select Experience

City of Overland Park, KS: Overland Park Public Works Facility Expansion

Kansas City, MO: Helix, Don Bosco Center Renovation

City of Unity Village, MO: Spiritual Life Center and Conference Center

Kansas City, KS: RTMA, Children's Campus of Kansas City

City of Lenexa, KS: ARCO National Construction, Grundfos Office Building



ROBERT WHITMAN,
ASLA, AICP, LEED AP
Park Planner, Gould Evans

Robert has considerable experience in site development, landscape architecture, urban design, and community planning projects. For the last 25+ years, he has worked

with several institutional clients to plan and design community spaces, such as playgrounds, arboretums, gardens; and parks, trails, and open space. Robert is an expert on regional plant materials, having developed a catalog of plant material, growing criteria, and other pertinent information.

Select Experience

City of Overland Park, KS: Overland Park Arboretum and Botanical Gardens Master Plan/Phase 1; Rose Garden; Welcoming Garden, Iris Garden, and Train Garden; Arboretum Legacy Garden Design

City of Gladstone, MO: Village Center Site Design; Community Center Site Design

City of Kansas City, MO: Kansas City Sculpture Garden at the Nelson-Atkins Museum of Art; Liberty Memorial and Penn Valley Park Improvements; Penn Valley Park Wayfinding Signage; Penn Valley Park Audio/Video Improvements; Riverfront Heritage Trail



ANDY CRIMMINS
VP of Real Estate Development,
Ryan Companies

For more than two and a half decades, Andy has immersed himself in the full breadth of the commercial real estate industry. Drawing on his deep experience in

retail, entertainment and mixed-use development and brokerage, he works closely with his clients to achieve exceptional outcomes. He has demonstrated a keen ability to identify development opportunities where others may only see challenges. Andy understands how important it is to ensure the right team is in place to achieve the most success, from the neighboring community, city officials, architects, brokers, contractors, and lenders.

The key for any successful development needs to be approached from a true team spirit, where all are aligned on the goals and address any potential challenges before they become obstacles.

At Ryan, Andy continues to draw on his extensive experience and tenured relationships, bringing a powerful to real estate strategy, development and execution with a special focus on the industrial, retail and office sectors.

TAB 2: RELEVANT EXPERIENCE

**Olathe Indian Creek Library –
WHAT IF a big-box store
became a civic icon?**



FIRM'S PAST RELEVANT EXPERIENCE

Over the past 47 years, Gould Evans has worked with clients on a wide range of studies, programming, planning, and design efforts with similar scopes to the one proposed by the City of Westwood. The following are a few hand-selected projects to illustrate our unique approach and give you an idea of how we might work with you. Please see the list on the right for a more comprehensive list of relevant projects.

Westwood ULI Technical Assistance Panel 2021 Study

Dennis Strait co-chaired the recent Technical Assistance Panel, overseeing the study and report, directing for the 50th and Rainbow site, and reporting findings to the public and City representatives.



Kansas City Art Institute Adaptive Reuse of Student Living Center into Academic Space | Kansas City, MO

This adaptive reuse transformed an existing student living center into studio and gallery space for the animation and illustration departments. The project included full building assessment services,

building systems replacement, and life safety and accessibility upgrades.

Entity: Private

Size: 5,000 SF

Timeframe: 05/2019 – 09/2020

Subcontractors: Smith & Boucher, SK Design Group, Bob D. Campbell

Team: Dennis Strait, Sean Zaudke, Sam Loring



4627 Madison Redevelopment | Kansas City, MO

Gould Evans + Sunflower Development prepared a series of three conceptual development options for 4627 Madison, a project on the northwest edge of the Country Club Plaza. Services include site development, concept design, conceptual estimating, development proforma.

Entity: Private

Size: 330,000 SF

Timeframe: Ongoing

Subcontractors: Smith & Boucher, SK Design Group, Bob D. Campbell

Team: Nick Christopher, Sean Zaudke

ADDITIONAL RELEVANT CIVIC PROJECTS *(select list)*

Douglas County Courthouse & Police Department Space Needs Assessment & Master Plan, Lawrence, KS

Douglas County Judicial & Law Enforcement Center Needs Assessment, Renovation & Addition, Lawrence, KS

W. Jack Sanders Justice Center, Overland Park, KS

Recreation Center Study, Blue Valley Recreation Commission, Overland Park, KS

Tomahawk Ridge Community Center Renovation Study, Overland Park, KS

Recreation Center Feasibility Study, Blue Springs, MO

Sedalia Community Center Study, Sedalia, MO

Lawrence Police Department Master Plan & Modifications, Lawrence, KS

Lawrence USD 497 District-wide Facilities Assessments, Lawrence, KS

Ottawa Recreation Center, Ottawa, KS

Community Center, Gladstone, MO

The View Community Center, Grandview, MO

Matt Ross Community Center, Overland Park, KS

Community Center Renovation, Bonner Springs, KS

Velocity Church Adaptive Reuse of Retail Store, Lawrence, KS



Indian Creek Library Adaptive Reuse | Olathe, KS

The project transformed a vacant, big-box retail structure, inspired by daylight and a connection to nature. Working hand-in-hand with city staff, the design also transformed the traditional library concept into a 21st-century model with a focus on community engagement.

Entity: Public

Size: Pop. 141,290

Timeframe: 04/2017 – 10/2019

Subcontractors: Group4 Architecture, Research + Planning, Smith & Boucher, SK Design Group, Bob D. Campbell & Co.

Team: Dennis Strait, Sean Zaudke, Sam Loring



State Historical Society of Missouri Center for Missouri Studies | Warrensburg, MO

The design is intended to create a venue for engaging in contemporary topics within the context of a historic collection. To enable this, the auditorium, library, and gallery spaces are organized around a central lobby space. Each is designed to create a series of layered connections through transparency and movable walls. The result allows art, literature, and dialogue to combine for a multifaceted perspective of current issues.

Entity: Public

Size: 250,000 SF

Timeframe: 09/2017 – 08/2019

Subcontractors: BranchPattern, McClure Engineering

Team: Dennis Strait, Sean Zaudke, Sam Loring



Arrow Rock Lyceum Theater | Arrow Rock, MO

Our team worked with Arrow Rock to envision a new community precinct including multiple facilities and a courtyard for community gathering. The scope of the effort included an existing building assessment, community engagement, master planning, and total project budgeting.

Entity: Private

Size: Pop. 55

Commencement/Completion: Ongoing

Subcontractors: Smith & Boucher, McLennan Design Group

Team: Dennis Strait, Sean Zaudke



Kansas Law Enforcement Training Center Master Plan | Yoder, KS

Gould Evans and McClaren, Wilson & Lawrie completed an expansion master plan that triples the capacity of the campus, expanding facilities for officer training, professional development, and allied agencies. The expansion features a new tactical village for a wide array of training scenarios, including a new building for year-round training. The campus is centered around a new commons to encourage connections to the outdoors and a wellness-centered experience.

Entity: Public

Size: N/A

Timeframe: Ongoing

Subcontractors: MWL Architects; Professional Engineering Consultants (PEC)

Team: Dennis Strait, Sean Zaudke, Sam Loring



Salt River Pima-Maricopa Indian Community Justice Center

CLIENT REFERENCES

Susan Sherman, Assistant City Manager
City of Olathe, PO Box 768, Olathe, Kansas 66051
913-971-8674; susans@olatheks.org

Tony Jones, Nerman Family President
Kansas City Art Institute, 4415 Warwick Blvd, Kansas City, MO 64111
816-802-3454; president@kcai.edu

Tim Castilaw, Associate Vice President Facilities Planning & Operations
University of Central Missouri, PO Box 800, SEC-A 101,
Warrensburg, MO 64093
660-543-8104; castilaw@ucmo.edu

Mark Moberly, Director of Development
Sunflower Development Group, 1125 Grand Blvd Ste 202,
Kansas City, MO 64106
816-581-3997; mmoberly@sunflowerkc.com

Eric Mikkelsen, Mayor
City of Prairie Village, 7700 Mission Rd., Prairie Village, KS 66208
913-381-6464; mayor@pvkansas.com

ABILITY TO PERFORM SERVICES COMPARABLE IN DESIGN, SCOPE, AND COMPLEXITY

Gould Evans is a national planning and design firm headquartered in Kansas City with offices in Lawrence, New Orleans, Phoenix, and San Francisco. Locally we have a staff of 65 architects, interior designers, landscape architects, planners, and technical staff. For nearly 50 years, the firm has provided the services requested in this request for proposals to a broad range of public and private clients. Our clients range from higher education clients (for example, KU, KSU, UMKC, William Jewell College, and Rockhurst University), K-12 clients (such as the following school districts: Blue Valley, Shawnee Mission, Lawrence, Lee's Summit, as well as private institutions: Pembroke Hill, St. Paul's, and St. Teresa's), public and municipal clients (e.g. Ride KC Development Corporation and the Cities of Olathe, Prairie Village, Grandview), as well as major corporate employers (Cerner, Garmin, Blue Cross). Over the past five years, the firm's workload has involved projects representing approximately one quarter billion in construction costs. Our proposed team for this project is well qualified to provide the requested services.

CITY PLANNING PROJECTS (select list)

City of Prairie Village, KS
Comprehensive Plan Update

City of Fairway, KS
Comprehensive Plan

City of Gardner, KS
Land Development Code

City of Salina, KS
Comprehensive Plan and
Transitional Development
Standards

City of Blue Springs, MO
Comprehensive Plan and
Unified Development Code

City of Peculiar, MO
Comprehensive Plan

City of Maize, KS
Comprehensive Plan Update

City of Bella Vista, AR
Comprehensive Plan

City of Rapid City, SD
Downtown Master Plan

City of Mountain Brook, AL
Commercial Villages Master
Plan

City of Kansas City, MO
Westport District Master Plan
Midtown/Plaza Area Plan
Crown Center Master Plan
Downtown Neighborhoods
Area Plan

Wichita Area Metropolitan
Planning Department –
Wichita, KS
Places for People Walkable
Development Plan

TAB 3: APPROACH

ROCK ISLAND BRIDGE

**Rock Island
Bridge –
WHAT IF
abandoned
infrastructure
became a public
destination?**



Description of your approach to performing Services, including timeline for meeting or accelerating desired Project completion date.

For clarity, our approach is built on the scope of work outlined in your request for proposals.

1. Discovery Phase Services

1.1. Firm shall create a list of documentation needed from the City to perform Services.

Gould Evans and Olsson will provide a data request within one week of receiving notice to proceed. Key items will include as-built documents from the original construction, plus any renovations since, along with service records for all systems and equipment.

1.2. Firm shall receive and review documentation from the City.

We recommend allowing two weeks after receipt for this review.

1.3. Firm shall perform on-site evaluation of existing City facilities.

Gould Evans will provide an architectural evaluation of the building enclosure - walls, windows, roofing, and interior finishes. Olsson will assess mechanical and electrical, low voltage, life safety, fire protection systems, advising on equipment list expectancy and 5- and 10-year capital expenditure estimates. Low voltage assessment will include number and location of network connection points, current audio/visual equipment and setups, and a report of how web and virtual meetings, conferences, and other public facing interactions currently occur. Assessment will include related acoustical performance in each space. Assessment of site conditions, including site utilities and lighting, will be part of this phase of services.

1.4. Firm shall conduct interviews of operational staff to understand issues with existing City facilities and future demands.

The team will meet with your representatives to review current programs and operations, identifying what works well and what doesn't in terms of work flow, public services and user experiences, and servicing the building. Changing expectations and opportunities for public service will be explored, as will opportunities to improve the function of current facilities and expand their usefulness.

We will interview operational staff to understand existing building foundation, enclosure, mechanical, electrical, plumbing, and fire protection systems, both existing issues and anticipated demands. The team will document system conditions, life expectancy, and expected remaining years of service. Anticipated upgrades for equipment surpassing life expectancy, systems requiring upgrades due to codes, systems not meeting life safety, and/or systems not meeting fire protection strategies will be documented.

Final documentation will include a narrative report supported by photographs and field-collected data with opinions, diagrams, and equipment tables.

1.5. Firm shall conduct limited public engagement to ensure citizen input is represented in the Project and that facility recommendations take into account public desires and expectations.



Gould Evans will work with City staff to determine the most effective formats for public engagement, including in person, virtual, hybrid options. Gould Evans will facilitate public discussions to gather insights into opportunities and concerns from your community and stakeholders.

1.6. Firm shall facilitate discussions and provide recommendations to improve energy efficiency and other aspects of environmental sustainability into the facilities.

Improvements for energy efficiency and environmental sustainability will be discussed and recommendations will be included in the reporting described on 1.4 above.

1.7. Firm shall facilitate discussions and provide recommendations to improve security and safety measures as well as to integrate technology into the facilities.

Improvements for the integration of technology and improving security will be discussed and recommendations will be included in the reporting described on 1.4 above.

1.8. Firm shall be available for questions and follow-up by telephone, virtual meeting, or site meetings with Steering Committee or City staff.

2. Estimation Phase Services

2.1. Firm shall prepare opinions of total probable costs to be incurred by City to address any and all identified areas of deferred maintenance and operational inadequacy/obsolescence of the existing facilities (as described above).

Budgets will be investigated for new equipment versus retrofitted or maintaining equipment. Opinion of probable costs will be provided to aid with decisions regarding system replacements or upgrades. Findings will be prioritized by importance for continued building function.

2.2. Firm shall prepare opinions of total probable costs to be incurred by City in designing and constructing the facilities recommended by the Firm, including demolition costs.

For the facility replacement option involving a potential mixed-use development on the current site of the City Hall, Gould Evans and our cost consultant along with our development consultant will provide an economic assessment of public/private development strategies, including land sale or long term land lease options. Gould Evans and our cost consultant will develop a total project budget estimates for constructing a new City Hall in the 50th and Rainbow site and public works facility at the current Public Works Facility site. As part of these alternatives, the team will explore with you innovative hybrid alternatives for City Hall spaces, including expanded community functions, events, and as “third space” amenities. For each option, the team will work with you to develop a total project budget estimate, including the costs of demolition and construction cost, plus A&E services and other City soft costs.

2.3. Firm shall prepare an opinion of total probable cost to be incurred by City in designing and constructing a park similar in nature to that illustrated in the 2021 ULI TAP Report, with additional guidance provided by the Steering Committee during the Project, including demolition costs.

Gould Evans will prepare site development options, showing alternative land uses for your evaluation, total project budget estimates for the park improvements. The development consultant will provide land value estimates for potential development sites.

3. Presentation Phase Services

3.1. Firm shall present preliminary/conceptual recommendations to the Steering Committee ahead of the public presentation, allowing adequate time to incorporate feedback from the Steering Committee into the public presentation and final report.

Within sixteen weeks or less from notice to proceed, the team will provide a draft presentation of recommendations.

3.2. Firm shall present the Project process, findings, and professional recommendations to the Westwood Governing Body at a public meeting, allowing adequate time to respond to questions regarding the Project and findings during that meeting.

3.3. Firm shall provide a formal, written report of its findings to the City for posting on the City's website for public consumption.

Within 24 weeks or less from notice to proceed, the team will submit a final report of recommendations. The report shall include a narrative summary of recommendations, building condition assessment, specific highlighted

systems or conditions, budgets, tables, and supplementary data and exhibits describing existing facility deficiencies and improvements, concept site plans and total project cost estimates for each of the potential development sites and alternatives.

Description of approach to seeking and incorporating Steering Committee, City operational staff, and public input and a summary indicating roles and responsibilities of Firm and City.

The consultant team will provide the services described in the above Approach section. Expectations of City staff and Steering Committee are also outlined in this Approach section.

An example of a regular status report/update that documents project status, milestones, and outstanding action items.

Provided as separate attached. Partial content redacted for confidentiality.

Salt River Pima-Maricopa Indian Community Justice Center



	Gould Evans	Olsson	Ryan Cos.	CMR	TOTAL
DISCOVERY AND ESTIMATION PHASE SERVICES					
Existing Facility - Deferred Maintenance	\$8,000	\$14,250	\$0	\$0	\$22,250
Existing Facility - Operational Inadequacies/Obsolesce	\$6,700	\$9,000	\$0	\$250	\$15,950
Facility Alternatives	\$10,900	\$0	\$7,000	\$1,000	\$18,900
New City Park	\$3,050	\$0	\$500	\$250	\$3,800
PRESENTATION PHASE SERVICES	\$6,850	\$1,000	\$0	\$0	\$7,850
TOTAL PROPOSED SERVICES	\$35,500	\$24,250	\$7,500	\$1,500	\$68,750
EXPENSE ALLOWANCE	\$250	\$250	\$0	\$0	\$500
TOTAL PROPOSED COMPENSATION	\$35,750	\$24,500	\$7,500	\$1,500	\$69,250

OPTIONAL ADDITIONAL SERVICES

OPTIONAL Structural Engineering Assessment (if needed)	\$5,000
OPTIONAL Illustrative Renderings (3 total, if desired)	\$4,500

HOURLY RATES**Gould Evans**

Principal	\$325
Senior Designer	\$225
Senior Planner	\$175
Architect	\$150
Landscape Architect	\$150

Olsson**Cost Range**

Principal 133.00 - 400.00	\$133	to	\$400
Project Manager 123.00 - 240.00	\$123	to	\$240
Project Professional 101.00 - 217.00	\$101	to	\$217
Assistant Professional 69.00 - 160.00	\$69	to	\$160
Designer 93.00 - 194.00	\$93	to	\$194
CAD Operator 56.00 - 123.00	\$56	to	\$123
Survey 54.00 - 171.00	\$54	to	\$171
Construction Services 45.00 - 240.00	\$45	to	\$240
Administrative/Clerical 43.00 - 159.00	\$43	to	\$159

Ryan Companies

Senior Development Consultant	\$400
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Cost Consultant

Senior Project Estimator	\$175
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**WHAT IF WE COULD BUILD
FISCALLY SUSTAINABLE CITIES?
WE CAN.**

gouldevans

4200 Pennsylvania Avenue
Kansas City, MO 64111

phone 816.931.6655
gouldevans.com

WESTWOOD DECISION MATRIX

SCENARIO	COST	REVENUE		Community Benefit
		Capital	New Taxes	
PUBLIC WORKS BUILDING				
Repair "as is" for next 30 years	(\$\$)	- 0 -	- 0 -	TBD
Add for Renovation	(\$)	- 0 -	- 0 -	
Add for Addition	(\$\$\$)	- 0 -	- 0 -	
Replace with New Building	(\$\$\$\$\$)	- 0 -	- 0 -	
CITY HALL				
Repair "as is" for next 30 years	(\$\$\$\$)	- 0 -	- 0 -	
Add for Renovation	(\$\$)	- 0 -	- 0 -	
Add for Addition	(\$\$)	- 0 -	- 0 -	
Replace with Mixed Use Building				
Land Sale and Space Lease	(\$)	\$\$\$	\$	
Negotiated Land Lease	(\$)	\$\$	\$	
Land Sale and Condo	?	?	?	
Relocate to expanded Park	(\$\$\$\$\$\$\$\$)	\$\$\$	\$\$	
PARK OPTIONS				
Demo existing school	(\$\$)	- 0 -	- 0 -	
Parcel off development site(s)	?	\$	\$	
Replace playground with new	(\$)	- 0 -	- 0 -	

Owner-Consultant Abbreviated Agreement

2006.03.07

THIS AGREEMENT is made as of the Fourteenth day of April, Two Thousand Twenty-Two, between the Consultant:

Gould Evans, Inc.
4200 Pennsylvania Avenue
Kansas City, Missouri 64111

and the Owner:

City of Westwood, Kansas
4700 Rainbow Blvd.
Westwood, Kansas 66205

subject to the Terms and Conditions below. No additional or different terms are valid unless expressly agreed to in writing and signed by Consultant and Owner.

PROJECT: City Facilities Assessment and Feasibility Analysis
Westwood City Hall and Westwood Public Works Facility

PROFESSIONAL SERVICES:

1. Discovery Phase Services

1.1. Consultant shall create a list of documentation needed from the City to perform services and will provide a data request within one week of receiving notice to proceed. Key items will include as-built documents from the original construction, plus any renovations since, along with service records for all systems and equipment.

1.2. Consultant shall receive and review documentation from the City. We recommend allowing two weeks after receipt for this review.

1.3. Consultant shall perform on-site evaluation of existing City facilities, including an architectural evaluation of the building enclosure - walls, windows and roofing - and interior finishes, and an engineering assessment of mechanical and electrical, low voltage, life safety, fire protection systems, advising on equipment list expectancy and 5- and 10-year capital expenditure estimates. Low voltage assessment will include number and location of network connection points, current audio/visual equipment and setups, and a report of how web and virtual meetings, conferences, and other public facing interactions currently occur. Assessment will include related acoustical performance in each space. Assessment of site conditions, including site utilities and lighting, will be part of this phase of services.

1.4. Consultant shall conduct interviews of operational staff to understand issues with existing City facilities and future demands. The team will meet with your representatives to review current programs and operations, identifying what works well and what doesn't in terms of work flow, public services and user experiences, and servicing the building. Changing expectations and opportunities for public service will be explored, as will opportunities to improve the function of current facilities and expand their usefulness. We will interview operational staff to understand existing building foundation, enclosure, mechanical, electrical, plumbing, and fire protection systems, both existing issues and anticipated demands. The team will document system conditions, life expectancy, and expected remaining years of service. Anticipated upgrades for equipment surpassing life expectancy, systems requiring upgrades due to codes, systems not meeting life safety, and/or systems not meeting fire protection strategies will be documented. Final documentation will include a narrative report supported by photographs and field collected data with opinions, diagrams, and equipment tables.

1.5. Consultant shall conduct limited public engagement to ensure citizen input is represented in the Project and that facility recommendations take into account public desires and expectations. Consultant will work with City staff to determine the most effective formats for public engagement, including in person, virtual, hybrid options. Consultant will facilitate public discussions to gather insights into opportunities and concerns from your community and stakeholders.

1.6. Consultant shall facilitate discussions and provide recommendations to improve energy efficiency and other aspects of environmental sustainability into the facilities. Improvements for energy efficiency and environmental sustainability will be discussed and recommendations will be included in the reporting described on 1.4 above.

1.7. Consultant shall facilitate discussions and provide recommendations to improve security and safety measures as well as to integrate technology into the facilities. Improvements for the integration of technology and improving security will be discussed and recommendations will be included in the reporting described on 1.4 above.

1.8. Consultant shall be available for questions and follow-up by telephone, virtual meeting, or site meetings with Steering Committee or City staff.

2. Estimation Phase Services

2.1. Consultant shall prepare opinions of total probable costs to be incurred by City to address any and all identified areas of deferred maintenance and operational inadequacy/ obsolescence of the existing facilities (as described above). Budgets will be investigated for new equipment versus retrofitted or maintaining equipment. Opinion of probable costs will be provided to aid with decisions regarding system replacements or upgrades. Findings will be prioritized by importance for continued building function.

2.2. Consultant shall prepare opinions of total probable costs to be incurred by City in designing and constructing the facilities recommended, including demolition costs. For the facility replacement option involving a potential mixed-use development on the current site of the City Hall, Consultant and our cost consultant along with our development consultant will provide an economic assessment of public/private development strategies, including land sale or long-term land lease options. Consultant will develop a total project budget estimates for constructing a new City Hall in the 50th and Rainbow site and public works facility at the current Public Works Facility site. As part of these alternatives, the team will explore with you innovative hybrid alternatives for City Hall spaces, including expanded community functions, events, and as "third space" amenities. For each option, the team will work with you to develop a total project budget estimate, including the costs of demolition and construction cost, plus A&E services and other City soft costs.

2.3. Consultant shall prepare an opinion of total probable cost to be incurred by City in designing and constructing a park similar in nature to that illustrated in the 2021 ULI TAP Report, with additional guidance provided by the Steering Committee during the Project, including demolition costs. Consultant will prepare site development options, showing alternative land uses for your evaluation, total project budget estimates for the park improvements. The development consultant will provide land value estimates for potential development sites.

3. Presentation Phase Services

3.1. Consultant shall present preliminary/conceptual recommendations to the Steering Committee ahead of the public presentation, allowing adequate time to incorporate feedback from the Steering Committee into the public presentation and final report. Within sixteen weeks or less from notice to proceed, the team will provide a draft presentation of recommendations.

3.2. Consultant shall present the Project process, findings, and professional recommendations to the Westwood Governing Body at a public meeting, allowing adequate time to respond to questions regarding the Project and findings during that meeting.

3.3. Consultant shall provide a formal, written report of its findings to the City for posting on the City's website for public consumption. Within 24 weeks or less from notice to proceed, the team will submit a final report of recommendations. The report shall include a narrative summary of recommendations, building condition assessment, specific highlighted systems or conditions, budgets, tables, and supplementary data and exhibits describing existing facility deficiencies and improvements, concept site plans and total project cost estimates for each of the potential development sites and alternatives.

CONTRACT FEE:

STIPULATED SUM of \$69,250. The Fee shall not be exceeded without written approval of the Owner. Three optional additional services are also proposed and can be added with the written approval of the Owner. These are summarized below.

	Gould Evans	Olsson	Ryan Cos.	CMR	TOTAL
DISCOVERY AND ESTIMATION PHASE SERVICES					
Existing Facility - Deferred Maintenance	\$8,000	\$14,250	\$0	\$0	\$22,250
Existing Facility - Operational Inadequacies/Obsolescence	\$6,700	\$9,000	\$0	\$250	\$15,950
Facility Alternatives	\$10,900	\$0	\$7,000	\$1,000	\$18,900
New City Park	\$3,050	\$0	\$500	\$250	\$3,800
PRESENTATION PHASE SERVICES	\$6,850	\$1,000	\$0	\$0	\$7,850
TOTAL PROPOSED SERVICES	\$35,500	\$24,250	\$7,500	\$1,500	\$68,750
EXPENSE ALLOWANCE	\$250	\$250	\$0	\$0	\$500
TOTAL PROPOSED COMPENSATION	\$35,750	\$24,500	\$7,500	\$1,500	\$69,250

OPTIONAL ADDITIONAL SERVICES

OPTIONAL Structural Engineering Assessment (if needed)		\$5,000		\$5,000
OPTIONAL Illustrative Renderings (3 total, if desired)	\$4,500			\$4,500

HOURLY RATES

Gould Evans			
Principal			\$325
Senior Designer			\$225
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Ryan Companies			
Senior Development Consultant			\$400
Cost Consultant			
Senior Project Estimator			\$175

TERMS AND CONDITIONS

1. SCOPE OF SERVICES

The Consultant will perform the services set forth above pursuant to these Terms and Conditions and the attached Proposal, if any.

2. BILLINGS/PAYMENTS

A. Compensation will be as stated above. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be paid by Owner within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may suspend the performance of services upon written notice to Owner. Interest will be added to all amounts not paid within 30 days of statement date calculated at one and one-half percent (1.5%) per month from the date due. Any costs incurred by the Consultant in collecting delinquent amounts, including reasonable attorney's fees, shall be reimbursed by Owner. If a portion of the Consultant's statement is disputed, the undisputed portion shall be paid by Owner by the due date. Owner shall advise the Consultant in writing of the basis for any disputed portion of any statement. Retainers shall be credited on the final invoice.

3. PROFESSIONAL RESPONSIBILITY

A. Consultant will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional architectural practices in Consultant's community. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

B. In no event will the Consultant be liable for any special, indirect or consequential damages including, without limitation, damages or losses in the nature of increased project costs, loss of revenue or profit, loss in production, claims by customers of Owner, or governmental fines or penalties.

4. ESTIMATES

Estimates prepared by the Consultant relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on the Consultant's experience, qualifications and judgment as a design professional. Since the Consultant has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, the Consultant does not guarantee that actual rates, costs, performance, schedules, etc. will not vary from estimates and projections prepared by the Consultant.

5. CHANGES

Changes within the general scope of the Consultant's services, with an appropriate change in compensation, are authorized only by a written instrument signed by authorized representatives of both the Owner and the Consultant.

6. TERMINATION

Services may be terminated by the Owner or the Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Owner shall pay the Consultant all amounts due the Consultant for services rendered and expenses incurred to the date of termination, plus reasonable costs incurred by the Consultant in terminating the services.

7. DISPUTES

In the event a dispute shall arise between the parties to this contract in excess of \$10,000, then as a condition precedent to any legal action by either party, the parties agree to participate in at least one session of mediation in an effort to resolve the dispute. The parties agree to split the mediation fees equally. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Kansas City, Missouri, or such other location as is mutually agreeable.

8. OWNERSHIP OF DOCUMENTS AND DESIGNS

All documents produced by the Consultant under this Agreement, including the copyrights therein, shall remain the property of the Consultant. The Consultant grants to the Owner a nonexclusive license to use the Consultant's documents solely and exclusively for purposes of planning the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 2. In the event the Owner uses the documents without retaining the Consultant, the Owner releases the Consultant from all claims and causes of action arising from such uses. The terms of this section shall not apply if the Owner or Consultant rightfully terminates this Agreement under Section 6.

9. APPLICABLE LAWS

Unless otherwise specified, this Agreement and the Consultant's services shall be governed by the laws of the State of Kansas.

10. RIGHTS AND BENEFITS

The Consultant's services will be performed solely for the benefit of the Owner and not for the benefit of any other third parties or entities including, but not limited to, lenders, sureties, contractors, tenants, or others not a party to this Agreement.

11. OWNER-SUPPLIED DOCUMENTS

In the event that the Owner furnishes the Consultant with documents showing existing conditions, or prior projects or designs, or any other subject matter for use in connection with the Project, the Owner represents to the Consultant that with regard to all such documents, designs and subject matter, including the Works depicted therein, whether in hard copy or in electronic format (hereafter collectively referred to as the "documents"), the Owner is the true and legal owner, licensee or assignee of the proprietary rights in and to all such documents and grants Consultant a royalty-free license to copy and use such documents. Owner recognizes that the use of such documents by Consultant will be at Owner's sole risk and without any liability, risk or legal exposure to the Consultant, and Owner therefore agrees that, to the fullest extent permitted by law, the Owner will indemnify, defend and hold harmless the Consultant, its subconsultants, and their respective officers, directors, employees and agents from and against any claim of copyright infringement, trademark infringement, unfair competition or other related claim or cause of action brought or asserted by any person or entity claiming to be the lawful owner, assignee or author of such documents or claiming some other right that has allegedly been violated by the Consultant's use of these furnished documents on this Project.

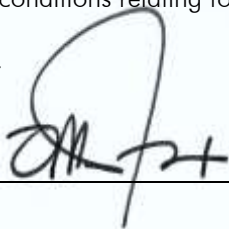
12. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Proposal contain the entire agreement between the Consultant and Owner relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Consultant's services described herein are superseded.

Consultant: Gould Evans, Inc.

Owner: City of Westwood, Kansas

By: _____



Name: Dennis Strait

Title: Principal

Date: April 12, 2022

By: _____

Name: _____

Title: _____

Date: _____