



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

March 10, 2022

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

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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:**

(346) 248-7799

Webinar ID: 899 0828 9796

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**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. [Draft Text Amendments to Chapter 1 of the Westwood Municipal Code](#)
- III. **ADJOURNMENT TO REGULAR MEETING**

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**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**
- 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 February 10, 2022 City Council Meeting Minutes](#)
  - B. [Consider Appropriations Ordinance No. 736](#)
- 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**

## **X. NEW BUSINESS**

- A. [Consider Request of Westwood View Educational Enhancement Fund to Distribute and Consume Alcoholic Beverages at Joe D. Dennis Park](#)
- B. [Consider Renewal of EMC Insurance Commercial Policy for April 1, 2022 – March 31, 2023 Term](#)
- C. [Consider Agreement with Johnson County, KS for Stormwater Best Management Practices \(BMP\) Cost-Share Program](#)
- D. [Consider Professional Services Agreement with Stantec for 2022 Automated Pavement Condition Assessment](#)

## **XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS**

## **XII. EXECUTIVE SESSION**

## **XIII. ADJOURNMENT**

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### **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, April 14, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at [www.westwoodks.org](http://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](#)

## WESTWOOD PLANNING COMMISSION

Staff Report

Meeting Date: March 10, 2022

Staff Contact: Leslie Herring, CAO / City Clerk

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**Discussion Item** – Draft Amendments to Chapter 1 – Administration of the Westwood City Code

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### 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 2021<sup>1</sup> 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, related suggested amendments to Chapter 1 – Administration of the Westwood City Code are presented in draft form for the Governing Body’s continued discussion, consideration, and further direction to the Mayor and staff.

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<sup>1</sup> 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.



**CHAPTER I. ADMINISTRATION**

- Article 1. General Provisions
- Article 2. Governing Body
- Article 3. Officers and Employees
- Article 3A. Oaths and Bonds
- Article 4. Investment of Public Funds
- Article 5. Personnel Policy and Employee Benefits
- Article 6. Open Records

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**ARTICLE 1. GENERAL PROVISIONS**

- 1-101. **CODE DESIGNATED.** The chapters, articles and sections herein shall constitute and be designated as "The Code of the City of Westwood, Kansas," and may be so cited. The Code may also be cited as the "Westwood City Code." (Code 2008)
- 1-102. **DEFINITIONS.** In the construction of this code and of all ordinances of the city, the following definitions and rules shall be observed, unless such construction would be inconsistent with the manifest intent of the governing body or the context clearly requires otherwise:
- (a) City - shall mean the City of Westwood, Kansas.
  - (b) Code - shall mean "The Code of the City of Westwood, Kansas."
  - (c) Computation of Time - The time within which an act is to be done shall be computed by excluding the first and including the last day; and if the last day be a Saturday, Sunday, or legal holiday, that day shall be excluded.
  - (d) County - means the County of Johnson in the State of Kansas.
  - (e) Day - a calendar day beginning at 12:01 a.m.
  - (f) Delegation of Authority - Whenever a provision appears requiring or authorizing the head of a department or officer of the city to do some act or perform some duty, it shall be construed to authorize such department head or officer to designate, delegate and authorize subordinates to do the required act or perform the required duty unless the terms of the provision designate otherwise.
  - (g) Gender - Words importing the masculine gender include the feminine and neuter.
  - (h) Governing Body - shall be construed to mean the mayor and city council of the city, or those persons appointed to fill a vacancy in the office of mayor or the council as provided in this code.
  - (i) In the city - shall mean and include all territory over which the city now has, or shall hereafter acquire jurisdiction for the exercise of its police powers or other regulatory powers.
  - (j) Joint authority - All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.
  - (k) Month - shall mean a calendar month.

(l) Number - Words used in the singular include the plural and words used in the plural include the singular.

(m) Oath - includes an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the word "swear" is equivalent to the word "affirm."

(n) Officers, departments, etc. - Officers, departments, boards, commissions and employees referred to in this code shall mean officers, departments, boards, commissions and employees of the city, unless the context clearly indicates otherwise.

(o) Owner - applied to a building or land, shall include not only the owner of the whole but any part owner, joint owner, tenant in common or joint tenant of the whole or a part of such building or land.

(p) Person - includes a firm, partnership, association of persons, corporation, organization or any other group acting as a unit, as well as an individual.

(q) Property - includes real, personal and mixed property.

(r) Real Property - includes lands, tenements and hereditaments, and all rights thereto and interest therein, equitable as well as legal.

(s) Shall, may - "Shall" is mandatory and "may" is permissive.

(t) Sidewalk - means any portion of a street between the curb line and the adjacent property line intended for the use of pedestrians.

(u) Signature, subscription - includes a mark when the person cannot write, when his or her name is written near such mark and is witnessed by a person who writes his or her own name as a witness.

(v) State - shall be construed to mean the State of Kansas.

(w) Street - means and includes public streets, avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges and the approaches thereto and all other public thoroughfares in the city.

(x) Tenant or occupant - applied to a building or land, shall include any person holding a written or oral lease of, or who occupies the whole or a part of such building or land, whether alone or with others.

(y) Tenses - Words used in the past or present tense include the future as well as the past and present.

(z) Writing or written - may include printing, engraving, lithography and any other mode of representing words and letters, except those cases where the written signature or the mark of any person is required by law.

(aa) Year - means a calendar year, except where otherwise provided.

(Code 1983)

1-103. EXISTING ORDINANCES. The provisions appearing in this code, so far as they are in substance the same as those of ordinances existing at the time of the effective date of this code, shall be considered as continuations thereof and not as new enactments. (Code 1983)

1-104. EFFECT OF REPEAL. The repeal of an ordinance shall not revive an ordinance previously repealed, nor shall such repeal affect any right which has accrued, any duty imposed, any penalty incurred or any proceeding commenced under or by virtue of the ordinance repealed, except as shall be expressly stated therein. (Code 1983)

- 1-105. CATCHLINES OF SECTIONS. The catchlines of the sections of this code printed in capital letters are intended as mere catchwords to indicate the contents of the section and shall not be deemed or taken to be titles of such sections, nor as any part of any section, nor unless expressly so provided, shall they be so deemed when any section, including its catchline, is amended or reenacted. (Code 1983)
- 1-106. PARENTHETICAL AND REFERENCE MATTER. The matter in parenthesis at the ends of sections is for information only and is not a part of the code. Citations indicate only the source and the text may or may not be changed by this code. This code is a new enactment under the provisions of K.S.A. 12-3014 and 12-3015. Reference matter not in parenthesis is for information only and is not a part of this code. (Code 1983)
- 1-107. AMENDMENTS; REPEAL. Any portion of this code may be amended by specific reference to the section number as follows: "Section \_\_\_\_\_ of the code of the City of Westwood is hereby amended to read as follows: (the new provisions shall then be set out in full). . ." A new section not heretofore existing in the code may be added as follows: "The code of the City of Westwood is hereby amended by adding a section (or article or chapter) which reads as follows: . . . (the new provisions shall be set out in full). . ." All sections, or articles, or chapters to be repealed shall be repealed by specific reference as follows: "Section (or article or chapter) \_\_\_\_\_ of the code of the City of Westwood is hereby repealed." (Code 2008)
- 1-108. ORDINANCES. The governing body shall have the care, management and control of the city and its finances, and shall pass all ordinances needed for the welfare of the city. No ordinance shall be valid unless a majority of all the members-elect of the City of Westwood shall vote in favor. Where the number of favorable votes is one less than required, the mayor shall have power to cast the deciding vote in favor of the ordinance, unless a number greater than a majority is otherwise required by law. (K.S.A. 12-3002; Code 2008)
- 1-109. SAME; SUBJECT AND TITLE; AMENDMENT. No ordinance shall contain more than one subject, which shall be clearly expressed in its title; and no section or sections of an ordinance shall be amended unless the amending ordinance contains the entire section or sections as amended and the section or sections amended shall be repealed. (K.S.A. 12-3004; Code 2008)
- 1-110. SAME; PUBLICATION. (a) No ordinance, except those appropriating money, shall be in force until published in the official city newspaper by the city clerk. One publication of any such ordinance shall be sufficient unless additional publications are required by statute or ordinance. The publisher of the newspaper shall prefix such published ordinance by a line in brackets stating the month, day and year of such publication.  
(b) The Legal Record is hereby designated as the official city newspaper. (K.S.A. 12-3007; Code 2008, Ord. 918)

- 1-111. SAME; ORDINANCE BOOK. Following final passage and approval of each ordinance, the city clerk shall enter the same in the ordinance book of the city as provided by law. Each ordinance shall have appended thereto the manner in which the ordinance was passed, the date of passage, the page of the journal containing the record of the final vote on its passage, the name of the newspaper in which published and the date of publication. (K.S.A. 12-3008; Code 2008)
- 1-112. RESOLUTIONS, MOTIONS. Except where a state statute or city ordinance specifically requires otherwise, all resolutions and motions shall be passed if voted upon favorably by a majority of a quorum of the city council. (Code 2008)
- 1-113. CITY RECORDS. The city clerk or any other officer or employee having custody of city records and documents shall maintain such records and documents in accordance with K.S.A. 12-120 to 12-121 inclusive, which is incorporated by reference herein as if set out in full and as provided in the state open records act and the city policy regarding open public records. (K.S.A. 12-120:121; Code 2008)
- 1-114. ALTERING CODE. It shall be unlawful for any person, firm or corporation to change or amend by additions or deletions, any part or portion of this code, or to insert or delete pages, or portions thereof, or to alter or tamper with such code in any manner whatsoever which will cause the law of the City of Westwood to be misrepresented thereby. This restriction shall not apply to amendments or revisions of this code authorized by ordinance duly adopted by the governing body. (Code 1983, 1-110)
- 1-115. SCOPE OF APPLICATION. Any person convicted of doing any of the acts or things prohibited, made unlawful, or the failing to do any of the things commanded to be done, as specified and set forth in this code, shall be deemed in violation of this code and punished in accordance with section 1-116. Each day any violation of this code continues shall constitute a separate offense. (Code 1993, 1-111)
- 1-116. GENERAL PENALTY. Whenever any offense is declared by any provision of this code, absent a specific or unique punishment prescribed, the offender shall be punished in accordance with this section.
- (a) A fine of not more than \$1,000; or,
  - (b) Imprisonment in jail for not more than 179 days; or,
  - (c) Both such fine and imprisonment not to exceed (a) and (b) above.
- (Code 1993, 1-112)
- 1-117. SEVERABILITY. If for any reason any chapter, article, section, subsection, sentence, clause or phrase of this code or the application thereof to any person or circumstance, is declared to be unconstitutional or invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this code. (Code 1983, 1-113)

**ARTICLE 2. GOVERNING BODY**

- 1-201. GOVERNING BODY. The governing body shall consist of a mayor and five council members to be elected as set out in Chapter 6 of this code. (Code 2008)
- 1-202. SAME; POWERS GENERALLY. All powers exercised by cities of the third class or which shall hereafter be conferred upon them shall be exercised by the governing body, subject to such limitations as prescribed by law. All executive and administrative authority granted or limited by law shall be vested in the mayor and city council as governing body of the city. (K.S.A. 12-103; Code 2008)
- 1-203. SAME; MEETINGS. (a) Regular meetings of the governing body shall be held on the 2nd Thursday of each month at the City Hall, 4700 Rainbow Blvd. in the City of Westwood, or at any subsequently designated meeting place at 7:00 p.m. In the event the regular meeting day shall fall on any legal holiday or any day observed as a holiday by the city offices, the governing body shall fix the succeeding day not observed as a holiday as a meeting day.
- (b) Special meetings may be called by the mayor or acting mayor, on the written request of any three members of the city council, specifying the object and purpose of such meeting, which request shall be read at a meeting and entered at length on the journal.
- (c) Regular or special meetings of the governing body may be adjourned for the completion of its business at such subsequent time and place as the governing body shall determine in its motion to adjourn.  
(Ord. 564, K.S.A. 15-106; Code 2008)
- 1-204. QUORUM. At all meetings of the governing body, four-fifths (4/5) of the council members-elect shall constitute a quorum to do business. A minority may adjourn from day to day and may compel the attendance of absentees by a fine not exceeding \$100.00 for each offense, unless a reasonable excuse be offered.  
(K.S.A. 15-106; C.O. No. 13; Code 2008)
- 1-205. POWERS OF THE COUNCIL. The governing body may enact, ordain, alter, modify or repeal any and all ordinances not repugnant to the constitution and the law of the State of Kansas and the United States, and such as it shall deem expedient for the good government of the city, the preservation of the peace and good order, the suppression of vice and immorality, the benefits of trade and commerce, and such other ordinances, rules, and regulations as may be necessary to carry such power into effect. (Code 1993, 1-204)
- 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;

~~(g) Sign all orders and drafts drawn upon the city treasury for money.~~

(K.S.A. 301:302, 305:306, 308:309; Code 1983, 1-205)

1-207. PRESIDENT OF THE COUNCIL. The city council shall elect one of its own body as president of the council. The president of the council shall preside at all meetings of the council in the absence of the mayor. In the absence of both the mayor and the president of the council, the council shall elect one of its members as "acting president of the council." The president and acting president, when occupying the place of mayor, shall have the same privileges as other councilmembers but shall exercise no veto.  
(K.S.A. 15-310:311; Code 1983, 1-206)

1-208. ADMINISTRATIVE POWERS. The governing body may designate whether the administration of a policy or the carrying out of any order shall be performed by a committee, an appointive officer, or the mayor. If no administrative authority is designated it shall be vested in the mayor. (Code 1983, 1-211)

1-209. VACANCIES IN GOVERNING BODY; HOW FILLED. In case of a vacancy in the council occurring by reason of resignation, death or removal from office or from the city, the mayor, by and with the advice and consent of a majority of the remaining council members, shall appoint some suitable elector to fill the vacancy until the next election of that office. In case any person elected as a council member neglects or refuses to qualify within 30 days, after the filing of this or her certificate of election, he or she shall be deemed to have refused to accept such office and a vacancy shall exist, and thereupon the mayor may, with the consent of a majority of the remaining council members, appoint some suitable elector to fill said vacancy. In case of a vacancy in the office of mayor, the president of the council shall become mayor until the next regular election of that office and a vacancy shall occur in the office of the council member becoming mayor.  
(C.O. No. 6, Sec. 2; Code 1993, 1-208)

1-210. COMPENSATION. The salary of councilmembers shall be \$250.00 per month, for each council member, and \$700.00 per month for the mayor.  
(Ord. 661; Code 1983, 1-212; Ord. 944)

1-211. EXPENSES. Each member of the governing body shall receive for his or her services and as reimbursement for his or her expenses, compensation as follows:  
(a) Mileage at the same rate as is established by law by the state of Kansas for state employees for each mile traveled by the shortest route upon the performance of duties assigned by the mayor and/or council member.  
(b) Reimbursement for actual food and lodging expenses upon the performance of duties assigned by the mayor and/or council member, provided such expenses shall be documented by proper receipts.  
(Code 2008)

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. ~~Standing committees shall be constituted at the May regular meeting of the governing body and shall continue for one year. When a new member is appointed or elected to fill a vacancy on the governing body, he or she shall be assigned to a standing committee. In such event the governing body may authorize the reappointment and reorganization of any or all committees.~~

~~(b) The following standing committees shall consist of two members appointed annually and the first person named on the committee shall be the chairperson thereof, to wit:~~

~~(1) Public works;~~

~~(2) Public safety;~~

~~(3) Parks and recreation;~~

~~(4) Administration/Compensation;~~

~~(5) Neighborhood/Community and Business Affairs.~~ (Ord. 1, Rule 21, Code 1970, 1-109; Ord. 733; Code 1993, 1-209)

1-213.

~~PROPERTY INVENTORY RECORD. A city property record shall be maintained in which will be listed an inventory of all property owned by the city. Such inventory shall also include the date of purchase, cost and description of such property. The mayor or his or her designee shall maintain such book and make a physical inventory of all property owned by the city at least once a year. (Ord. 500; Code 1993, 1-214)~~

1-214213.

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)

1-215214.

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 acts or 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)

**ARTICLE 3. OFFICERS AND EMPLOYEES**

**Commented [LH1]:** Changes proposed in this section require a Charter Ordinance.

1-301. ~~APPOINTMENT~~**APPOINTEE 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 directors~~such other officers as may be deemed necessary for the best interest of the city.~~ Such officers shall hold their respective offices for an indefinite term and may be removed by a majority vote of the total membership elected or appointed to the council, and may be suspended at any time by the ~~mayor~~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.

~~QUALIFICATIONS. The officer elected and appointed shall be qualified as follows:~~

- ~~(a) The mayor and council members shall be qualified electors of said city under the constitution and laws of this state.~~
- ~~(b) The city clerk and city treasurer are not required to be qualified electors of Johnson County, Kansas.~~
- ~~(c) The municipal judge and city attorney shall be a resident of Johnson County, Kansas and admitted to practice law before the Supreme Court of the State of Kansas.~~
- ~~(d) The city engineer shall be a professional engineer registered by the State of Kansas.~~
- ~~(e) The Chief of Police, policemen, and other officers deemed necessary shall be residents of Johnson County, Kansas or of an adjoining county in the state. (C.O. No. 6, Sec. 4; Code 1993; Code 2008)~~

1-303. **EMPLOYEES.** (a) The ~~mayor~~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.~~ pay scales, amounts of all salaries, and wages shall be as prescribed by ordinance.

(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.

~~(d) The administration and compensation committee, as appointed by the mayor, shall conduct the compensation and salary review, and shall make a recommendation regarding the same to the governing body.~~  
(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. A majority of all members elect of the governing body may remove any appointed officer.

(b)(c) For good cause, the mayor-city administrator may suspend at any time any appointed officer.

(e)(d) Employees, other than appointed officers, may be removed by the mayor-city administrator upon recommendation of the respective department heads pursuant to the personnel policy adopted by the City Council by resolution.

~~(d) — No officer or employee shall be removed for any reason until he or she has been given notice and afforded the opportunity for a hearing.~~  
(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. ~~Any person appointed to fill such vacancy shall serve only until the next regular time for appointment.~~ (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;
- (b) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this charter or by law;
- (c) Attend all city council meetings. The city administrator shall have the right to take part in discussion but shall not vote;
- (d) 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;

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

~~1-307. CITY CLERK. The duties of the city clerk shall be as follows:~~

- ~~(a) At all the meetings of the governing body, record the names of members present, and record the yeas and nays of the governing body on any matters voted upon;~~
- ~~(b) Make and keep a record of all proceedings and meetings of the governing body in a minute book provided therefor by the governing body;~~
- ~~(c) Have charge of the corporate seal of the city and shall be custodian of all city records;~~
- ~~(d) Make a record of all ordinances passed by the governing body in an ordinance book provided by it, and shall cause all such ordinances to be published in the form directed by law;~~
- ~~(e) File all notices of the publication of ordinances passed by the governing body and shall file all papers and records which shall be open to public inspection at reasonable times;~~
- ~~(f) Keep a record of all licenses, permits, warrants drawn upon the treasurer of the city, receipts of the city, and expenditures of the city in a book provided by the governing body;~~
- ~~(g) Keep a full and accurate account of the bonds issued by the city, recording them by number, date, amount of each individual bond, date of maturity, rate of interest, and date of cancellation in a book provided by the governing body;~~
- ~~(h) Carry on all official correspondence of the city;~~
- ~~(i) Provide for the collection of all money due the city keeping a record of the various funds into which the money is paid;~~
- ~~(j) Keep a full account of all purchases and expenditures made by the city seeing that warrants for same are duly drawn upon proper funds;~~
- ~~(k) Issue receipts for all money received by the city;~~

~~(l) Make monthly reports to the governing body of receipts and expenditures of the city, stating the various funds so affected and the balance remaining in each of the several funds;~~

~~(m) Have the power to take acknowledgments;~~

~~(n) Receive, audit, and present all claims to the next governing body meeting following the time received;~~

~~(o) Perform such other and further duties as may be provided by the governing body.~~

~~(Code 1970, 1-205; Ord. 1, Rule 4; Code 1993, 1-306)~~

~~1-308. FISCAL RECORDS. The city clerk shall:~~

(a) ~~Prepare and keep suitable fiscal records according to generally accepted accounting principles;~~  
 (b) ~~Assist in preparing the annual budget;~~  
 (c) ~~Audit all claims against the city for goods or services rendered for the consideration of the governing body. His or her accounts shall properly show the amounts paid from any fund of the city and the cash balance existing in each fund;~~  
 (d) ~~Keep an accurate account of all bonds issued by the city;~~  
 (e) ~~Keep a record of all special assessments.~~  
 (Code 2008)

1-309. ~~SEAL; OATHS. The city clerk shall:~~

(a) ~~Have custody of the corporate seal of the city and shall affix the same to the official copy of all ordinances, contracts, and other documents required to be authenticated;~~  
 (b) ~~Have power to administer oaths for all purposes pertaining to the business and affairs of the city;~~  
 (c) ~~Keep suitable files of all such oaths required to be deposited in his or her office.~~  
 (Code 2008)

1-310. ~~SAME; WITHHOLDING AGENTS. The city clerk is designated as the withholding agent of the city for the purposes of the Federal Revenue (Income) Act, and shall perform the duties required of withholding agents by said act or any other act requiring withholding from the compensation of any city officer or employee. The clerk shall perform such other duties as may be prescribed by the governing body or the Kansas statutes. (Code 2008)~~

1-311. ~~ASSISTANT CITY CLERK. (a) The office of assistant city clerk is hereby established. The mayor shall appoint, by and with the consent of the city council, the assistant city clerk.~~

(b) ~~The assistant city clerk shall perform those duties assigned to that office by the city clerk.~~

(c) ~~Whenever a vacancy occurs in the position of city clerk and the city is without a person appointed, confirmed or qualified to hold that office, the assistant city clerk shall become the acting city clerk and fulfill the duties of that office.~~

(d) ~~Compensation of the assistant city clerk shall be set by ordinance passed by the governing body.~~

(Ord. 674; C.O. No. 9; Code 1993, 1-307; Code 2008)

1-312. ~~CITY TREASURER. The duties of the city treasurer shall be as follows:~~

(a) ~~Receive all moneys belonging to the city and giving a receipt therefor. Provided, That for all money received from any other source than the city clerk, the city treasurer shall give two receipts causing one to be filed with the city clerk;~~

(b) ~~Keep a record of all money received and paid out in a ledger account book provided by the governing body;~~

(c) ~~Publish or cause to be published annual statements of the financial records of the city in the manner and style provided by law;~~

(d) ~~Pay out city funds only upon orders or warrants properly signed by the department head and committee chairperson;~~

~~(e) Cancel all orders and warrants as soon as paid filing them at the time of making quarterly statements subject to the inspection of the governing body in the office of the city clerk;~~

~~(f) File with the city clerk on the first day of each month a complete report of the receipts and expenditures of the city during the preceding month, showing the day, amounts received, deductions from, and the balance in each fund;~~

~~(g) Make an annual settlement with the governing body, keeping the settlement in a special book provided by the governing body which shall be endorsed by each member of the governing body making such settlement, showing the names of members approving or disapproving same;~~

~~(h) Perform such other and further duties as may be provided by the governing body, including providing monthly financial statements to the governing body as requested.~~

~~(K.S.A. 10-803; K.S.A. 12-1608; Code 1970, 1-206; Code 1993, 1-308; Code 2008)~~

1-313. ~~CHIEF OF POLICE.~~ It shall be the duty of the chief of police to:

~~(a) Keep all persons arrested in the city prison, county jail, or other places and to prevent their escape until trial can be had before the proper officer;~~

~~(b) Execute all processes issued by the municipal judge, and delivered to him or her for that purpose;~~

~~(c) Prepare a daily duty schedule for the police department which shall cover a four week period and which shall be posted in the city hall two weeks in advance of its effective date reflecting the regular rotation of shift assignments;~~

~~(d) Hold staff meetings with all law enforcement personnel at the end of each month forwarding in writing any recommendations for change in police department policy to the governing body at its next regular meeting;~~

~~(e) Prepare and be responsible for following a reasonable preventive maintenance schedule for the upkeep of the police vehicles and for the regular servicing of such vehicles and shall keep records evidencing his or her action;~~

~~(f) Organize a filing system for police department records and keep such records current;~~

~~(g) Submit in writing to the governing body a detailed report of any breach of police department policy or regulation committed by a law enforcement personnel along with recommendation for disciplinary action. Such report shall request a hearing before the Public Safety Committee, subject to final consent by the governing body;~~

~~(h) Perform such other and further duties as may be provided by the governing body.~~

~~(Ord. 2, Sec. 5; Code 1993, 1-309; Code 2008)~~

1-314. ~~SAME; POWERS.~~ The chief of police shall at all times have the power to:

~~(a) Make arrests with or without process;~~

~~(b) Order the arrest of all offenders against the criminal laws of the State of Kansas, or the city, by day or night;~~

~~(c) Schedule vacation periods for himself or herself and the law enforcement personnel subject to the needs of the department;~~

~~(d) Order any law enforcement officer to extra duty in the event the regularly scheduled officer is absent;~~

~~(K.S.A. 15-601; Ord. 2, Sec. 5; Ord. 261; Code 1993, 1-310)~~



- ~~1-315. CITY ATTORNEY; OFFICE; DUTIES. There is hereby established the office of city attorney. No person shall be eligible for the office of city attorney who is not an attorney at law admitted to practice in the Supreme Court of the State of Kansas. The city attorney shall be charged with the general direction and supervision of the legal affairs of the city. The city attorney shall:~~
- ~~(a) Attend meetings of the city council when so directed to attend;~~
  - ~~(b) Advise the city council and all officers of the city upon such legal questions affecting the city and its offices as may be submitted to him or her;~~
  - ~~(c) When requested by the city council, give opinions in writing upon any such questions;~~
  - ~~(d) Draft such ordinances, contracts, leases, easements, conveyances and other instruments in writing as may be submitted to him or her in the regular transaction of affairs of the city;~~
  - ~~(e) Approve all ordinances of the city as to form and legality;~~
  - ~~(f) Attend planning commission and board of zoning appeals meetings when so directed by the boards;~~
  - ~~(g) Appear and prosecute all violations of city ordinances in municipal court when his or her services shall be required;~~
  - ~~(h) Act as city prosecutor;~~
  - ~~(i) Perform such other duties as may be prescribed by the governing body and the Kansas statutes.~~
- ~~(Code 2008)~~
- ~~1-316. CITY PROSECUTOR; OFFICE; DUTIES. (a) There is hereby established the office of city prosecutor. No person shall be eligible for the office of city prosecutor who is not an attorney at law admitted to practice law in the State of Kansas. The city prosecutor shall:~~
- ~~(1) Attend meetings of the governing body when so directed to attend by the mayor or city attorney;~~
  - ~~(2) Advise the city council and all officers of the city upon legal questions affecting the city and its officers as may be submitted to him or her;~~
  - ~~(3) Draft such ordinances and other instruments in writing as may be submitted to him or her in the regular transactions of the affairs of the city;~~
  - ~~(4) Appear and prosecute all violations of city ordinances in municipal court;~~
  - ~~(5) Perform such other duties as may be prescribed by the governing body and the Kansas statutes.~~
- ~~(b) The governing body may appoint a city prosecutor in accordance with section 1-301. In the event that there is no separate city prosecutor appointed, the city attorney shall serve in such capacity.~~
- ~~(Code 2008)~~
- ~~1-317. CITY ENGINEER. The city engineer shall be a licensed professional engineer in the State of Kansas. He or she shall be responsible for:~~
- ~~(a) The design and specifications for all city streets, sewers, water lines, public buildings and other public facilities;~~
  - ~~(b) The inspection of public works projects including streets, sewers, water lines and other public facilities;~~

(Code 1993, 1-312; Code 2008)

- ~~1-318. PROPERTY MAINTENANCE OFFICIAL. The city property maintenance official shall be responsible for interpreting and administering the city's property maintenance codes, the health and nuisance ordinances and affiliated ordinances and regulations of the city. This person shall also:~~
- ~~(a) Inspect and approve rental housing for compliance with minimum codes.~~
  - ~~(b) Notify violators of various health and nuisance ordinances and follow through as necessary to obtain correction of the violations.~~
  - ~~(c) Establish and maintain appropriate files pertaining to all activities.~~
  - ~~(d) Prepare reports for the governing body and attend meetings as necessary.~~
  - ~~(e) Keep the city clerk and police department informed of the status of his or her activities so that they can assist in code enforcement and other aspects of the property maintenance official when he or she is not on duty.~~
  - ~~(f) Assist in the enforcement of all pertinent city codes.~~
  - ~~(g) Perform such other actions or duties as are reasonably necessary to effect the ordinances and regulations of the city.~~
- ~~(Code 2008)~~
- ~~1-319. BUILDING OFFICIAL. The city building official shall be responsible for interpreting and administering the city's building codes and zoning ordinances. He or she shall also have principal responsibility for reviewing and approving building plans and the issuance of permits, and making required inspections of projects under construction to assure compliance with all applicable codes and ordinances. He or she shall also oversee the work of special inspectors when this service is needed. This person shall also:~~
- ~~(a) Establish and maintain appropriate files pertaining to all activities.~~
  - ~~(b) Prepare staff reports or similar information for the city planning commission, the board of structural appeals, the board of zoning appeals, the governing body and attend meetings as necessary.~~
  - ~~(c) Keep the city clerk and police department informed of the status of his or her activities so that they can assist in aspects of the building official's job when he or she is not on duty.~~
  - ~~(d) Assist in the enforcement of all pertinent city codes.~~
  - ~~(e) Perform such other actions or duties as are reasonably necessary to effect the ordinances and regulations of the city.~~
- ~~(Code 2008)~~
- ~~1-320. MUNICIPAL COURT CLERK. The municipal court clerk shall assist in the processing and maintenance of municipal court records and documents and is responsible for all court activities, including supervision of all court documents. Included in these responsibilities are:~~
- ~~(a) Preparation of court dockets and receipts of bonds, fines, forfeitures, and maintenance of records of the court.~~
  - ~~(b) Receipt of cash and bonds used for payment of fines during court session.~~
  - ~~(c) Processing of traffic tickets received from the police department.~~
  - ~~(d) Providing clerical support, typing and reproduction services.~~

~~(e) Preparing, signing and issuing processes Of the municipal court, docketing cases and setting them for trial.~~

~~(f) Preparing deposits.~~

~~(g) Obtaining confidential and certified records as required.~~

~~(h) Collecting payments for fines and accounting for all moneys received.~~

~~(i) Assisting citizens directly or by telephone in response to their calls including granting continuances and sending letters notifying defendants and witnesses of court dates.~~

~~(j) Receiving appeal bonds and processing appeals to the district court, including the preparation of journal entries for cases appealed to district court.~~

~~(k) Extracting and entering court information into the computer.~~

~~(l) Notarizing court abstracts and administering oaths as requested in proceedings.~~

~~(m) Preparing bench warrants, letters, correspondence, and otherwise scheduling and docketing trials and other matters to come before the court.~~

~~(n) Maintaining and filing all documents and records pertaining to municipal court operations and the violations bureau office as well as preparing periodic and annual reports pertaining to municipal court.~~

~~(e) Keeping a record of all cash bonds, balances and receipts for moneys collected by the court.~~

~~(p) Recording the required court information and reporting that information to the Division of Motor Vehicles, Topeka, Kansas.~~

~~(q) Maintaining the bond log.~~

~~(r) Collecting reinstatement fees for license suspensions and sending fees to the Division of Motor Vehicles in Topeka, Kansas.~~

~~(s) Keeping all court records including abstracts, suspension orders, disposition records, arrest and other reports, payment records, and process diversions.~~

~~(t) Reconcile city accounts for the administration department and make all public safety and court records available for reconciliation.~~

~~(u) Performing all other tasks related to the administration of the municipal court as requested by the governing body.~~

~~(Code 1993, 1-314; Code 2008)~~

#### 1-324308.

**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)

#### 1-322309.

**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

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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)

**ARTICLE 3A. OATHS AND BONDS**

- 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)

- ~~1-3A03. BOND OF MAYOR, COUNCIL MEMBERS. The mayor and each council member shall, before entering upon the duties of his or her office, give a good and sufficient surety bond, to be executed by a bonding company authorized to do business in Kansas, payable to and for the use and benefit of the city, in the sum of \$10,000 conditioned for the faithful discharge of his or her duties, and that he or she will save the city harmless from all loss from his or her neglect of duty or malfeasance in office, or for the willful expenditure or misappropriation of any moneys, properties or securities of the city in violation of law. The cost of such surety bonds will be borne by the city. If the mayor or a council member is or shall be the custodian of any money or negotiable securities belonging to the city as part of any trust fund or other fund of the city amounting to more than \$10,000, he or she shall, as custodian of such money or securities furnish a surety bond as herein provided in a sum equal to the total amount of such money and securities in his or her hands as such custodian, the cost of the bond to be borne by the city.  
(Code 1970, 1-302; Code 1983, 1-317)~~

- 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)~~ (b) City administrator - \$50,000;
- ~~(b)(c)~~ (c) City clerk - \$50,000;
- ~~(c)(d)~~ (d) Assistant city clerk Building official - \$50,000;
- ~~(d)~~ (d) City attorney - \$10,000;

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~~(e) Municipal judge — \$10,000;~~

~~(f) Chief of police — \$10,000;~~

~~(g)~~(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)
- 1-3A08. 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)

**ARTICLE 4. INVESTMENT OF PUBLIC FUNDS****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.~~

**1-401. PURPOSE AND GOALS.** ~~It is the purpose of this statement to set forth the public policies of the city relating to the investment of public moneys, and establish procedural requirements as to investment management practice. With the exclusion of the Westwood Foundation, the objective of the investment policy and program of the city shall be as follows:~~

(a) ~~The safeguarding of all public moneys shall be of the highest priority. Public money shall not be invested or managed in any matter which would jeopardize the safety of the principal.~~

(b) ~~Consistent with the requirement of safety, the objective of the investment program shall be to aggressively manage and invest all public moneys to maximize net earnings, consistent with the public responsibility to secure maximum, safe investment return possible from moneys assigned to its stewardship, to relieve demands on the property tax and to otherwise reduce the cost of public services. (Code 1983; Code 2008)~~

**1-402. ACTIVE FUNDS; DESIGNATION OF DEPOSITORIES; ELIGIBLE DEPOSITORIES.** ~~(a) The governing body shall designate the banks, savings and loan associations and savings banks which shall serve as depositories of its funds. The clerk, treasurer or other city officer or employee having the custody of city funds shall deposit such funds only at the designated banks, savings and loan associations and savings banks. Only banks, savings and loan associations and savings banks that have main or branch offices in Johnson County shall be designated as official depositories. No such bank, savings bank or savings and loan association shall be designated as a depository until the city is assured that it can obtain satisfactory security for its deposits.~~

(b) ~~The clerk, treasurer or other city officer or employee depositing public funds shall deposit all such public funds coming into such person's possession in their name and official title as such officer. If the governing body fails to designate an official depository or depositories, the officer thereof having custody of city funds~~

~~shall deposit such funds with one or more banks, savings and loan associations or savings banks which have main or branch offices in Johnson County if satisfactory security can be obtained therefor and if not then elsewhere. In such event, the officer or employee shall serve notice in writing on the governing body showing the names and locations of such banks, savings and loan associations and savings banks where such funds are deposited, and upon so doing the officer or employee having custody of such funds shall not be liable for the loss of any portion thereof except for official misconduct or for the misappropriation of such funds by the officer or employee.~~

~~(c) If eligible banks, savings and loan associations or savings banks under subsections (a) or (b) cannot or will not provide an acceptable bid, which shall include services, for the depositing of public funds under this section, then banks, savings and loan associations or savings banks which have main or branch offices in any immediately adjoining county may receive deposits of the city's active funds, if such banks, savings and loan associations or savings banks have been designated as official depositories under subsection (a) and the city can obtain satisfactory security therefor.~~

~~(Code 2008)~~



~~1-403. DEFINITIONS. As used in this article the following words and phrases shall mean:~~

~~(a) Bank — means any bank incorporated under the laws of the state of Kansas or any other state, or organized under the laws of the United States and which has a main or branch office in Kansas;~~

~~(b) Savings and loan association — means any savings and loan association incorporated under the laws of the state of Kansas or any other state, or organized under the laws of the United States and which has a main or branch office in Kansas;~~

~~(c) Savings bank — means any savings bank organized under the laws of the United States and which has a main or branch office in Kansas;~~

~~(d) Main office — means the place of business specified in the articles of association, certificate of authority or similar document, where the business of the institution is carried on and which is not a branch;~~

~~(e) Branch — means any office within this state, other than the main office, that is approved as a branch by a federal or state supervisory agency, at which deposits are received, checks paid or money lent. Branch does not include an automated teller machine, remote service unit or similar device or a loan production office;~~

~~(f) Investment rate — means a rate which is the equivalent yield for United States government securities having a maturity date as published in the Wall Street Journal, nearest the maturity date for equivalent maturities. The 0-90 day rate shall be computed on the average effective federal funds rate as published by the federal reserve system for the previous week.~~

~~(Code 2008)~~

~~1-404. INVESTMENT OF IDLE FUNDS. Temporarily idle moneys of the city not currently needed, may in accordance with the procedure hereinafter described be invested:~~

~~(a) In temporary notes or no fund warrants issued by the city;~~

~~(b) In time deposit, open accounts, certificates of deposit or time certificates of deposit with maturities of not more than two years:~~

~~(1) In banks, savings and loan associations and savings banks, which have main or branch offices located in the city; or~~

~~(2) If no main or branch office of a bank, savings and loan association or savings bank is located in the city, then in banks, savings and loan associations and savings banks, which have main or branch offices in the county or counties in which all or part of the city is located;~~

~~(c) In repurchase agreements with:~~

~~(1) Banks, savings and loan associations and savings banks, which have main or branch offices located in the city, for direct obligations of, or obligations that are insured as to principal and interest by, the United States government or any agency thereof; or~~

~~(2)(A) If no main or branch office of a bank, savings and loan association or savings bank, is located in the city; or~~

~~(B) If no such bank, savings and loan association or savings bank having a main or branch office located in the city is willing to enter into such an agreement with the city at an interest rate equal to or greater than the investment rate, as defined in subsection (g) of K.S.A. 12-1675a, and amendments thereto,~~

~~then such repurchase agreements may be entered into with banks, savings and loan associations or savings banks which have main or branch offices in the county or counties in which all or part of the city is located; or~~

~~(3) If no bank, savings and loan association or savings bank, having a main or branch office in such county or counties is willing to enter into such an agreement with the city at an interest rate equal to or greater than the investment rate, as defined in subsection (g) of K.S.A. 12-1675a, and amendments thereto, then such repurchase agreements may be entered into with banks, savings and loan associations or savings banks located within the State of Kansas;~~

~~(d) In United States treasury bills or notes with maturities as the governing body shall determine, but not exceeding two years. Such investment transactions shall only be conducted with banks, savings and loan associations and savings banks; the federal reserve bank of Kansas City, Missouri; or with primary government securities dealers which report to the market report division of the federal reserve bank of New York, or any broker-dealer engaged in the business of selling government securities which is registered in compliance with the requirements of section 15 or 15C of the securities exchange act of 1934 and registered pursuant to K.S.A. 2006 Supp. 17-12a401, and amendments thereto;~~

~~(e) In the municipal investment pool fund established in K.S.A. 12-1677a, and amendments thereto;~~

~~(f) In the investments authorized and in accordance with the conditions prescribed in K.S.A. 12-1677b, and amendments thereto; or~~

~~(g) In multiple municipal client investment pools managed by the trust departments of banks which have main or branch offices located in county or counties where city is located or with trust companies incorporated under the laws of this state which have contracted to provide trust services under the provisions of K.S.A. 9-2107, and amendments thereto, with banks which have main or branch offices located in the county or counties in which the City of Westwood is located. Public moneys invested under this paragraph shall be secured in the same manner as provided for under K.S.A. 9-1402, and amendments thereto. Pooled investments of public moneys made by trust departments under this paragraph shall be subject to the same terms, conditions and limitations as are applicable to the municipal investment pool established by K.S.A. 12-1677a, and amendments thereto.~~

~~(h) The investments authorized in subsections (d), (e), (f) or (g) of this section shall be utilized only if the banks, savings and loan associations and savings banks eligible for investments authorized in subsection (b), cannot or will not make the investments authorized in subsection (b) available to the city at interest rates equal to or greater than the investment rate, as defined in subsection (g) of K.S.A. 12-1675a, and amendments thereto.~~

~~(i) In selecting a depository pursuant to subsection (b), if a bank, savings and loan association or savings bank eligible for an investment deposit thereunder has an office located in the city and such financial institution will make such deposits available to the city at interest rates equal to or greater than the investment rate, as defined in subsection (g) of K.S.A. 12-1675a, and amendments thereto, and such financial institution otherwise qualifies for such deposit, the governing body shall select one or more of such eligible financial institutions for deposit of funds pursuant to this section. If no such financial institution qualifies for such deposits, the city shall select for such deposits one or more eligible banks, savings and loan associations or savings banks which have offices in the county or counties~~

in which all or a part of the city is located which will make such deposits available to the city at interest rates equal to or greater than the investment rate, as defined in subsection (g) of K.S.A. 12-1675a, and amendments thereto, and which otherwise qualify for such deposits.  
(Code 2008)

- ~~1-405. PROCEDURES AND RESTRICTIONS. The city treasurer shall periodically report to the governing body as to the amount of money available for investment and the period of time such amounts will be available for investment, and shall submit such recommendations as deemed necessary for the efficient and safe management of city finances. The recommendations of the city treasurer shall provide for an investment program which shall so limit the amounts invested and shall schedule the maturities of investments so that the city will, at all times, have sufficient moneys available on demand deposit to assure prompt payment of all city obligations. The governing body shall determine by resolution the amount, method and term of any investment and the type of investment made, subject to the provisions of this article. (Ord. 404, Sec. 2; Code 1993, 1-403; Code 2008)~~
- ~~1-406. CUSTODY AND SAFEKEEPING. Securities purchased pursuant to this article shall be under the joint care of the city clerk and city treasurer, and shall be held in the custody of a state or national bank or trust company, or shall be kept by such officers in a safety deposit box of the city in a bank or trust company. Securities in the original or receipt form held in the custody of a bank or trust company shall be held in the name of the city, and their redemption, transfer, or withdrawal shall be permitted only upon the written instruction of both the city officers. Securities not held in the custody of a bank or trust company shall be held in the name of the city, and their redemption, transfer, or withdrawal shall be permitted only upon the written instruction of both such city officers. Securities not held in the custody of a bank or trust company shall be personally deposited by such officer in a safety deposit box in the name of the city in a bank or trust company, access to which shall be permitted only in the personal presence and under the signature of both of the abovementioned officers. (Ord. 404, Sec. 2; Code 1993, 1-404)~~
- ~~1-407. SALE OR TRANSFER. If, in order to maintain sufficient moneys on demand deposit in any fund as provided in 1-405, it becomes necessary to transfer or sell any securities of such funds, the officers specified in 1-406 may transfer said securities to any other fund or funds in which there are temporarily idle moneys, or shall sell such securities, and for such purpose they shall have authority to make any necessary written direction, endorsement or assignment for and on behalf of the city. Any such transfer or sale shall be reported in writing to the governing body at its next regular meeting. (Ord. 404, Sec. 4; Code 1993, 1-405; Code 2008)~~
- ~~1-408. INTEREST ON TIME DEPOSITS. The city clerk shall deposit the interest earned on invested idle funds to the general fund, unless otherwise required or authorized by law. (Code 2008)~~

**ARTICLE 5. PERSONNEL POLICY AND EMPLOYEE BENEFITS**

- 1-501. PERSONNEL POLICIES AND GUIDELINES. The city will promulgate administratively a personnel policy, which shall be adopted by resolution and provided to each department a copy of such rules regulations and changes thereto 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. EMPLOYEES RETIREMENT; RESOLUTION. The city shall extend employee benefits to its employees as it may, from time to time, determine are appropriate and lawful, and may do so by resolution or by any other lawful means. (Code 2008)~~
- ~~1-504503. 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. Compensation for all city employees shall be fixed by ordinance. All employees shall be paid at the rates prescribed for the classification in which they are employed. (Code 1983; Code 2008)~~
- ~~1-506. PAY ON TERMINATION. An employee who is terminated normally will receive his or her final pay check on the first regularly scheduled pay day following his or her termination. Employees discharged for cause will receive their final pay check not later than the close of the final day of work or as soon thereafter as is practicable. (Code 1983, 1-505)~~
- ~~1-507. PAY RECORDS. The city clerk shall keep adequate records of all persons employed, their pay scale, time worked, accrued vacation and sick leave, all absences for vacation and sick leave and accrued overtime. Such records shall be available at all reasonable times for inspection. (Code 1983, 1-506)~~

**ARTICLE 6. OPEN RECORDS**

- 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.
- (Code 1993, 1-606)
- 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. FEE SCHEDULE. Fees for the inspection or copying of any record of the City of Westwood shall be charged on the following basis:~~

- ~~(a) Record search / record inspection, including all records over three (3) years old - the actual cost of employee or official engaged in record search (minimum 1 hour of 1 employee's or official's time)~~
- ~~(b) Copy fee for ordinances - No charge for first 10 pages, \$1.00 per page thereafter, except as herein provided.~~
- ~~(c) Copy fee for other records, police reports - \$0.50 per page~~
- ~~(d) Electronic media copying - \$25.00 per video tape~~
- ~~(e) City of Westwood Code Book - Actual cost of copying entire book at a commercial copying establishment, plus minimum 1 hour (\$20.00) fee for employee time.~~
- ~~(f) City of Westwood Zoning Code - \$5.00 per copy of Code.~~
- ~~(g) Fees for providing access to records maintained on computer facilities shall be the cost for the employee time only (with a 1 hour minimum charge).~~
- ~~(h) Records city cannot duplicate because of size, same as (e). (Ord. 827, Sec. 2; Code 2008)~~

| 1-614613.

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 \$250.00.

(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)

| 1-6145614.

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)



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

Council Present: Jeff Harris, Council President  
Andrew Buckman, Councilmember  
Jason Hannaman, Councilmember  
Laura Steele, Councilmember  
Holly Wimer, Councilmember

Council Absent: David E. Waters, Mayor

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

**Call to Order**

Councilmember Harris called the meeting to order at 7:00 p.m. on February 10, 2022. The meeting was held virtually via Zoom. Councilmember Harris presided over the evening's meeting as Mayor Waters was unable to attend.

**Approval of Agenda**

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

**Public Comment**

Attendees who wished to make a comment were instructed to use the "raise hand" feature on Zoom.

Councilmember Hannaman noted that he received an email from a member of the public who was currently at City Hall and who would like to make a public comment. Councilmember Harris said he also received the email. With no other members of the audience indicating they wished to make a public comment, the Public Comment portion of the meeting was closed and would be revisited once the member of the public was able to join the meeting via Zoom.

**Public Hearings**

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

**Presentations and Proclamations**

Johnson county Commissioner Becky Fast provided an update to the Council about Johnson County activities and future plans.

**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 January 13, 2022 City Council Work Session and Meeting Minutes
- B. Consider Appropriations Ordinance 735

Mrs. Herring noted the most current version of Appropriation Ordinance 735 was not included in the agenda packet. Mr. Denk suggested Appropriations Ordinance 735 be removed from the Consent Agenda and considered separately.

With one item remaining item on the Consent Agenda, Councilmember Harris asked that the Council consider and make a motion regarding the January 13<sup>th</sup> City Council Work Session & Meeting minutes as a standalone item. Motion by Councilmember Hannaman to approve the January 13, 2022 City Council Work Session and Meeting as presented in the agenda packet. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Motion by Councilmember Wimer to approve Appropriations Ordinance 735 with the change in Section II that the year 2021 be struck and replaced with the year 2022. Second by Councilmember Buckman. Mrs. Herring performed a roll call vote. Motion passed 5-0.

### **Public Comment Continued**

Councilmember Harris noted the member of the public who wished to address the Council was in attendance via Zoom and reopened the Public Comment portion of the meeting.

Malisa Monyakula, 2821 W 51<sup>st</sup> Terrace and owner of Lulu's Thai Noodle Shop, thanked the Council for the opportunity to speak. Ms. Monyakula stated that the COVID-19 pandemic has been a challenging time as a business owner and stated that a recent addition of a temporary wind shield to the patio at her restaurant to allow diners to sit outside. Ms. Monyakula provided an overview of her experience establishing a business in Kansas City, Missouri, Lawrence, Kansas and Lenexa, Kansas to her experience establishing a business in Westwood. Ms. Monyakula expressed frustration regarding the approval processes she had to work through in the past, stating that Westwood has three approving bodies for project development where other communities do not have as many. Ms. Monyakula said she approached City Staff in the past about obtaining TIF funding for her business and was told it was not cost effective. Ms. Monyakula expressed concern about what the current processes in place may mean for future business development in Westwood.

Councilmember Harris thanked Ms. Monyakula for addressing the Council and encouraged her to contact the Westwood Planning Commission Chair with her concerns. Councilmember Harris noted that later in the meeting the Council would be considering significant changes to Westwood's Zoning Ordinance that have been based on community feedback.

### **Mayor's Report**

Mayor Waters provided a written report as he was unable to attend the meeting. Councilmember Harris read the report in its entirety.

### **Committee Reports**

#### **Administration & Compensation Committee**

Councilmember Hannaman had nothing to report.

### **Business & Community Affairs Committee**

Councilmember Buckman noted Westwood is participating in the planning of a Northeast Johnson County Environmental Fair, which is planned to take place in September.

### **Parks & Recreation Committee**

Councilmember Wimer had nothing to report.

### **Public Safety Committee**

Councilmember Harris had nothing to report.

### **Public Works Committee**

Councilmember Steele noted on Monday, February 7<sup>th</sup> she, Mrs. Herring and Mr. Sullivan met with various area agencies to consider future plans for Rainbow Boulevard.

### **Staff Reports**

#### **Administrative Report**

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

#### **Public Works Report**

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

#### **Treasurer's Report**

The January 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 provided an explanation of the response Malisa Monyakula received for her TIF request.

### **Old Business**

No Old Business items were considered.

### **New Business**

#### **Consider mayoral appointment to fill the Planning Commission vacancy being created by Tony Atchity**

The members of the Westwood Planning Commission are appointed by the Mayor, with the consent of the Governing Body, and serve a term of three (3) years each (16.1.4.2). Planning Commissioners whose terms are expiring effective February 28, 2022 include Tony Atchity, Clay Fulghum and Matt Prout.

Commissioners Fulghum and Prout are seeking renewal of their terms; however, Commissioner Atchity is not seeking term renewal and has requested a replacement be identified for his seat on Planning Commission.

Following Commissioner Atchity's notice to vacate his seat, the Mayor issued an open call for candidates. Letters of interest from three (3) residents were received. Following an interview process where Mayor David Waters and Planning Commission Chair Sarah Page met with the interested individuals, the Mayor is recommending the Governing Body consent to the appointment of Ann Holliday for a three-year term.

Ms. Holliday is a 14-year resident of Westwood and holds both a Master of Planning degree from the University of Virginia (also holding a certificate from that school in Historic Preservation) and a Master of Business Administration from UMKC's Bloch School of Business and Public Administration. She is currently the Vice President of Strategic Initiatives for the Downtown Council of Kansas City, Missouri (DTC), for which organization she has worked for almost 30 years. She is also involved with both the Urban Land Institute (on its Kansas City District Council) as well as the International Downtown Association.

The following candidates, who all reside in Westwood are qualified appointees and are hereby recommended by the Mayor to serve on the Westwood Planning Commission for terms or three years each.

Candidate	Residential Address	Term
Clay Fulghum	4837 Booth Street	March 1, 2022 – February 28, 2025
Ann Holliday	2714 W. 49th Terrace	March 1, 2022 – February 28, 2025
Matt Prout	5106 Belinder Avenue	March 1, 2022 – February 28, 2025

Motion by Councilmember Wimer to confirm the appointment of Clay Fulghum, Ann Holliday, and Matt Prout to the Westwood Planning Commission, each for a three-year term to expire February 28, 2025, and for City Clerk Leslie Herring to administer the oath of office at the next regular meeting of the Planning Commission. Second by Councilmember Steele. Motion carried with a 5-0 voice vote.

#### **Consider Ordinance No. 1024 Adopting Text Amendments to the Westwood Zoning Ordinance**

At its November 2020 regular meeting, the Planning Commission began establishing a scope and process to review and amend the City's Zoning Ordinance. This process was initiated largely in response to questions and concerns from residents directed at Westwood elected and appointed officials about architectural trends in new infill housing. However, there were also other sections of the Zoning Ordinance identified by staff, Planning Commissioners, and City Councilmembers outside of new infill housing that, over the course of this process, have been identified for consideration of updating, especially following current regional and local conversations about housing product availability, environmental sustainability, and localized land use issues as illuminated by the Urban Land Institute's October 2021 Technical Assistance Panel performed for the City of Westwood. Conversations about proposed amendments to the Zoning Ordinance have been held at several meetings during the past 15 months, with minutes of those meetings, staff reports, and redlined versions of the Zoning Ordinance being made available to the public on the City's website.

Text amendments to the Zoning Ordinance are governed by the process laid out in Section 1.6.13 of the City's Zoning Ordinance, which is restated below for convenience:

#### 1.6.13 Consideration of Text Amendments, Rezoning Requests, and Special Use Permits – Process.

A. Public Hearing Required. Consideration of zoning text amendments, rezoning requests, and special use permits shall require a public hearing before the Planning Commission following publication notice as provided in Section 1.6.8 through 1.6.11. Applications for communication facilities or applications for special use permits for communication facilities for wireless services shall be processed within the applicable timeframes set forth in Article Ten, Section 10.4.C.

B. Action by Planning Commission. A vote either for or against a zoning text amendment, rezoning request, or special use permit by a majority of all of the Planning Commissioners present and voting shall constitute a recommendation of the Planning Commission. If a motion for or against the zoning text amendment, rezoning request, or special use permit fails to receive a majority vote of the Planning Commission, the Planning Commission may entertain a new motion. A tie vote of the Planning Commission on any motion shall be deemed to be a failure of the Planning Commission to make a recommendation. The Planning Commission's recommendation to approve or disapprove shall be submitted to the Governing Body for action, accompanied by an accurate written summary of the hearing proceedings. A recommendation to approve a zoning text amendment shall be submitted in the form of an ordinance.

C. Governing Body Action upon Planning Commission Recommendation of a Zoning Text Amendment, Rezoning Request, or Special Use Permit. The Governing Body may (1) approve such recommendations by the adoption of the same by ordinance or resolution; (2) override the Planning Commission's recommendation by a two-thirds majority vote of the membership of the Governing Body; or (3) return the same to the Planning Commission for further consideration, together with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

D. Applications returned to Planning Commission. Upon receipt of an application returned by the Governing Body, the Planning Commission may resubmit its original recommendation giving the reasons therefor or submit a new or amended recommendation. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after the receipt of the Governing Body's report, the Governing Body may consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

E. Reconsideration by Governing Body. Upon receipt of the Planning Commission's recommendation after reconsideration, the Governing Body, by a simple majority thereof, may take such action as it deems appropriate, including approval, disapproval or amendment of the application and adoption as amended, or the Governing Body may return the same to the Planning Commission for further consideration. Unless the Governing Body returns the application to the Planning Commission for further consideration or continues its consideration of the matter to another date, the Governing Body's action on the application shall constitute a final decision.

At its February 7, 2022 regular meeting, the Planning Commission held a public hearing virtually, via Zoom, to accept public comment on the recommended text amendments. Although members of the public were in attendance, no public comment was offered for the record during the hearing. The Planning Commission thereafter unanimously approved the text amendments as identified in the meeting packet be recommended to the Westwood Governing Body for consideration by way of Ordinance 1024, included in the meeting packet.

The following discrepancies were discussed and clarified:

- 4.2.8.C – No use shall provide more than 125% of the minimum required parking without documented evidence of actual parking demand based on studies of uses in similar context.
- 4.3.2.J.1.C – the maximum lot width coverage at front yard setback shall be 80%.
- 4.3.2.J.2.C – the maximum lot width coverage at front yard setback shall be 80%
- 4.3.2.J.3.C – the maximum lot width coverage at front yard setback shall be 70%.
- 4.3.2.J.4.C – the maximum lot width coverage at front yard setback shall be 70%
- 4.3.5.G – No structure may be more than sixteen feet, and one story, in height, except as provided in 4.3.6 Garages
- 5.4.2.E – Any parking permitted over 125% of the minimum required parking without documented evidence of actual parking demand based on studies of similar uses in similar context.

Councilmembers Harris, Hannaman and Steele thanked those involved for all their work on the text amendment to the Zoning Ordinance.

Motion by Councilmember Hannaman to approve Ordinance 1024 with the clarifications noted in the record. Second by Councilmember Steele. Mrs. Herring performed a roll call vote. Motion passed 5-0.

**Consider 2022 Addendum to the Public Works Service Agreement with the City of Mission Woods**

Each year the Public Works Service Agreement with the City of Mission Woods is reviewed and revised as needed. The hourly wages have been adjusted to reflect budgeted 2022 wages and benefit rates. No other adjustments are recommended.

Motion by Councilmember Wimer to authorize the Mayor to execute the Public Works Service Agreement Addendum for FY 2022 for the City of Mission Woods. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

**Consider Resolution 103-2022 declaring the necessity and authorizing a survey and descriptions of lands necessary to be condemned for the reconstruction of 47<sup>th</sup> Street from Mission Road to Rainbow Boulevard**

47th Street will undergo resurfacing and geometric improvements in 2022. The road Right of Way along 47th Street contains parcels along the dedication that are irregular and inconsistent with some existing public improvements not wholly contained within the established Right of Way. The Engineer, through surveying, has identified several tracts that either need temporary construction easements or permanent construction easements. The City has engaged a right of way agent to act on its behalf to negotiate easements with affected property owners. Any easements which are not able to be successfully negotiated may require the City Council to initiate eminent domain proceedings in the District Court of Johnson County and undertake all other necessary actions to complete acquisition of such parcels.

The proposed resolution authorizes the City Attorney and the City Public Works Director to cause a survey and description of such parcels to be undertaken and filed with the City Clerk and to prepare and submit to the City Council an Ordinance authorizing the exercise of eminent domain with respect to such parcels.

Motion by Councilmember Buckman to adopt Resolution No. 103-2022. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Consider Adopting Ordinance 1025 condemning lands or interests in land for the reconstruction of 47<sup>th</sup> Street from Mission Road to Rainbow Boulevard**

The proposed ordinance authorizes the City Attorney to commence proceedings for the acquisition of the described property in Exhibit A and to do and perform all things which might be necessary and required by law to acquire the aforementioned rights in and to said property

Mr. Denk noted Parcels 3 and 11 have come to an agreement with the land acquisition specialist and recommended they be removed from proposed Ordinance 1025. Mr. Denk recommended that Ordinance 1025 be revised to reflect a change in ownership for Parcel 13 and should list PHM VIII, LLC as fee simple owner.

Motion by Councilmember Hannaman to adopt Ordinance No. 1025 with the changes noted for the record by Mr. Denk. Second by Councilmember Buckman. Mrs. Herring performed a roll call vote. Motion passed 5-0.

**Consider Dedication of Permanent Road Rights of Way Easement for 47<sup>th</sup> Street Improvement Project from Mission Road to Rainbow Boulevard**

The Road Right of Way along W 47<sup>th</sup> Street contains parcels along the dedication that are irregular and inconsistent with some existing public improvements not wholly contained within the established Right of Way. One such parcel belongs to the city of Westwood. The City Council is being asked to consider dedicating a permanent easement as described in the following documents:

1. Dedication of Permanent Road Right of Way Easement
2. Exhibit A, Permanent Right of Way

The proposed easement lays along W 47<sup>th</sup> Street along the north 5 feet for nearly the length of the property along W 47<sup>th</sup>. Street.

Motion by Councilmember Wimer to authorize the Mayor to execute the granting of the permanent easement as presented. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Announcements/Governing Body Comments**

Councilmember Hannaman said to revise a considerable portion of the Zoning Ordinance took a lot of hard work and commended and thanked the Planning Commission members and City Staff for their time and effort on the revision. Councilmember Wimer agreed with Councilmember Hannaman's sentiment.

**Executive Session**

No matters required an Executive Session during this meeting.

**Adjournment**

Motion by Councilmember Wimer to adjourn the meeting. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote. The meeting adjourned at 8:09 pm.

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

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



**City of Westwood, Kansas**  
**Appropriation Ordinance No. 736**

**AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF FEBRUARY 1, 2022 - FEBRUARY 28, 2022 AND SUMMARIZING SAID EXPENDITURE HEREIN.**

	<b>General</b>	<b>Capital</b>	<b>Equipment</b>	<b>Stormwater</b>	<b>Special Highway</b>	<b>Woodside</b>	<b>Debt Service</b>	<b>Total All Funds</b>
	<b>Month Ending</b>	<b>Improvements</b>	<b>Reserve</b>	<b>Month Ending</b>	<b>Month Ending</b>	<b>TIF/CID</b>	<b>Month Ending</b>	<b>Month Ending</b>
	<b>02/28/2022</b>	<b>Month Ending</b>	<b>Month Ending</b>	<b>Month Ending</b>	<b>Month Ending</b>	<b>Month Ending</b>	<b>Month Ending</b>	<b>Month Ending</b>
	<b>02/28/2022</b>	<b>02/28/2022</b>	<b>02/28/2022</b>	<b>02/28/2022</b>	<b>02/28/2022</b>	<b>02/28/2022</b>	<b>02/28/2022</b>	<b>02/28/2022</b>
<b>Expenditures</b>								
Salary & Benefits	108,979.07	0.00	0.00	0.00	0.00	0.00	0.00	108,979.07
Employee Expenses	7,601.70	0.00	0.00	0.00	0.00	0.00	0.00	7,601.70
Professional Fees	13,143.70	0.00	0.00	0.00	0.00	0.00	0.00	13,143.70
General Operating Expenses	5,727.94	13.97	0.00	0.00	0.00	0.00	0.00	5,741.91
Utilities	24,084.46	0.00	0.00	0.00	0.00	0.00	0.00	24,084.46
Equipment and Maintenance	3,932.27	0.00	34,305.00	0.00	0.00	0.00	0.00	38,237.27
Street and Stormwater	0.00	11,075.00	0.00	0.00	0.00	0.00	6,668.75	17,743.75
Park and Events	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	192,200.41	0.00	192,200.41
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>166,469.14</b>	<b>11,088.97</b>	<b>34,305.00</b>	<b>0.00</b>	<b>0.00</b>	<b>192,200.41</b>	<b>6,668.75</b>	<b>410,732.27</b>

**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 10th day of March, 2022.

\_\_\_\_\_  
**MAYOR**

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





## Chief Administrative Officer/City Clerk Report

March 2022

To: Mayor and City Council  
From: Leslie Herring, Chief Administrative Officer/City Clerk  
Date: March 10, 2022  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

3<sup>rd</sup> Quarter (October) 2021 through 1<sup>st</sup> Quarter (March) 2022

- *Create a Records Retention Policy*
  - Not yet started.
- *Create a Citizen Satisfaction Strategic Plan of Action (Discussion item for Governing Body's strategic planning process – Moving to 2022 Q2)*
  - Staff is considering how to quantify and make progress on citizen satisfaction, possibly involving administering citizen satisfaction surveys relating to City operations and service delivery. This work will likely branch from creation and adoption of a Governing Body Strategic Plan.
- ✓ *Review and consider updates to the Comprehensive Plan and the City's zoning ordinance*
  - The Planning Commission's recommended text amendments to the Zoning Ordinance are on tonight's agenda for consideration.
  - The Planning Commission agreed upon a work plan for 2022 at its March meeting, this plan anticipates conducting the Planning Commission's annual review of the Comprehensive Plan in 2022 Q3.
- *Create and adopt a Governing Body Strategic Plan (Moving to 2022 Q2)*
  - 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 will likely occur in 2022 Q2, following the organizational restructure directed by the Governing Body at its January work session and ahead of fiscal year 2023 budget work.
- ✓ *Execute the City's future facilities plan and plan for future use of City-owned/optioned property*
  - The deadline for responses to the City's Request for Qualifications and Fee Proposals for the City's Facilities Assessment and Feasibility Analysis is Friday, March 11<sup>th</sup>. The steering committee will meet over the next few weeks to review the proposals, interview selected firms, and to form a recommendation for the Governing Body's consideration and action at your April regular meeting.
- ✓ *Support the City's Pavement Management Plan*
- ✓ *Inventory the City's Assets*

### Building Permits

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

### *Residential*

New Construction: None

Additions:

- 2801 W. 50<sup>th</sup> Terrace – Master bedroom and bathroom addition

Alterations:

- 4815 Booth Street – Convert portion of garage into living space (W&E granted February 7, 2022)

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, FEBRUARY 2022**  
**DATE: MARCH 8, 2022**

Some of the activities for Public Works in February 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.
  - Johnson County Wastewater Project Meeting – Virtual – 1 hr.
  - Rainbow Planning Meeting – Virtual – 1 hr.
  - ULCC Meeting – Virtual – 1 hr.
  - Meeting with Mission Woods, crosswalk S.M. Pkwy & Rainbow – PW – 1.5 hr.
  - Watershed Organizational Meeting – Virtual - 1.5 hr.
  - Attended a Seminar on using liquid de-icers – Virtual - 1.5 hr. (all employees)
  - KCMMB Inspector Training – Lenexa – 2 hrs. (all employees)
  - UPROW Committee Meeting – Virtual – 1.5 hrs.
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 performed snow and ice removal in all three cities on two separate occasions.
19. We ordered parts for the damaged snowplow and then performed the repairs.
20. We patched potholes.
21. We asphalt patched the back lot at PW.
22. Removed leaves from the fence at the 5050 property.

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

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: March 8, 2022  
Re: Monthly Status Report

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- W. 47<sup>th</sup> Street Project: The ROW easement agent is working on obtaining both permanent and temporary easements. The streetlight shop drawings have been reviewed. We are waiting for the revisions. We currently have a KDOT letting date in July. The Gas Company has begun the main replacement project.
- 2021 Street Improvement Projects: This project has been delayed until April 18, 2022. Kansas Gas has completed its relocation work of phase I. Phase II on W. 48<sup>th</sup> Street is complete. Phase III on W. 47<sup>th</sup> Terrace is nearly complete.
- State Line CARS Project: We expect a start date of April 18, 2022.
- Mission Woods request for participation in a traffic signal modification, striping and handicap ramp relocation related to Shawnee Mission Parkway and Rainbow: I have met with Mayor Franklin and Councilmember Bur on two separate occasions. We have some adjustments that have been made to the crosswalk timings and are contemplating some additional changes that will need to be coordinated with Evergy. I have added and replaced some signs at the intersection to bring more attention to the existing crosswalk. We are evaluating these changes at this point.
- Westwood View School Project: The project appears to be moving along. I met with the contractor and our engineer on the sidewalk installation and the school zone signage. Our survey from our 2019 project and the school project survey don't line up. I am probably going to have to engage a survey company to stake the ROW.

WESTWOOD					
Feburary 2022					
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
<b>BURGLARY</b>					
BUSINESS	1	1		0.50	1
RESIDENTIAL					No Change
VEHICLE	1	2	2	1.00	No Change
MOTOR VEH THEFT			1		-1
LARCENY / THEFT			2		-2
ASSAULT / BATTERY					No Change
<b>ARRESTS</b>					
FELONY			1		-1
MISDEMEANOR					No Change
TRAFFIC					No Change
DRUG	1	1	2	0.50	-1
DUI			1		-1
WARRANTS	5	5	11	2.50	-6
CONFINED					No Change
<b>SUMMONS</b>					
HAZARD	12	12	33	6.00	-21
NON-HAZARD	44	55	130	27.50	-75
DUI			1		-1
ORD. VIOLATION			24		-24
<b>ACCIDENTS</b>					
NON-INJURY	4	4	2	2.00	2
INJURY	2	2	1	1.00	1
PRIVATE PROPERTY		1	1	0.50	No Change
ADMIN.DUTIES-PD	75	98	46	49.00	52
ADMIN.DUTIES - CITY	8	76	7	38.00	69
ALARM	3	4	20	2.00	-16
ANIMAL	1	1	9	0.50	-8
ASSIST - POLICE	13	15	6	7.50	9
ASSIST - PUB MOTOR	10	12	33	6.00	-21
BLD. CHECK-SHAKE					No Change
BLD. CHECK-PATROL	590	770	2747	385.00	-1977
BUSINESS CHECK	5	10	702	5.00	-692
CIVIL MATTER					No Change
EXTRA PATROL HAZARD					No Change
EXTRA PATROL NON HAZ					No Change
EXTRA PATROL DUI					No Change
EXTRA PATROL ORD.					No Change

# WESTWOOD

Feburary 2022

ACTIVITIES / OFFENSE	THIS MONTH	22-YTD	21-YTD	22-Avg	CHANGE
CRIMINAL DAMAGE	1	1	1	0.50	No Change
DISTURBANCE			1		-1
DISORDERLY CONDUCT					No Change
FIELD INTERVIEW FORM					No Change
FIRE			1		-1
FOLLOW UP	6	9	16	4.50	-7
INFO / INVEST	1	1	21	0.50	-20
JUVENILE		1	2	0.50	-1
<b>MENTAL HEALTH</b>					
SUICIDE					No Change
ATT SUICIDE					No Change
INVOLUNTARY COMMITTAL					No Change
ALL OTHER MENTAL HEALTH			1		-1
MEDICAL CALL	11	15	39	7.5	-24
NATURE UNKNOWN		1		0.50	1
NOISE COMPLAINT			1		-1
OPEN DOOR					No Change
ORD. COMPLAINT					No Change
ORD. VIOL WARNING					No Change
ORD. VIOL LETTER					No Change
OTHER			1		-1
PED. CHECK			1		-1
PUBLIC SERVICE	4	7	60	3.50	-53
RECOVERED PROP			1		-1
RESIDENCE CHECK			31		-31
SUSPICIOUS SUBJECT	5	6	7	3.00	-1
VEH CHECK OCCUPIED	1	1	3	0.50	-2
VEH CHECK UNOCCUPIED	1	1	27	0.50	-26
TELE. CALL HARASS					No Change
TELE. CALL THREAT			2		-2
TRAFFIC COMPLAINT	6	7	5	3.50	2
TRAFFIC WARNING	27	4	3	2.00	1
UNATTENDED DEATH			1		-1

Total Activity

749

Last Year - YTD Activity

3801

Year to Date Activity

1046

Difference in Activity

-2755

Total Monthly Summons

56

Hazardous Summons Percentage

21%

**WESTWOOD  
INCIDENT SUMMARY**

**BUSINESS BURGLARY**

**CASE NO:** 20220026      **LOCATION:** 4755 Rainbow Blvd  
**DATE :** 02/12/2022  
**ACTIVITY:** Unknown suspect broke the side door window to gain access to the building. No loss was reported.

**BURGLARY TO AUTO**

**CASE NO:** 20220030      **LOCATION:** 2001 w 47th Pl  
**DATE :** 02/16/2022  
**ACTIVITY:** Unknown suspect(s) entered the unlocked vehicle and removed several items without permission.



WESTWOOD  
COURT SUMMARY  
FEBRUARY, 2022

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
February 04, 2022	13	01	\$1,814.50	01	16
February 18, 2022	14	08	\$3,925.00	07	08
<b>TOTALS</b>					
February 2022	27	09	\$ 5,739.50	08	24
February 2021	66	13	\$ 7,547.00	41	22
<b>TOTAL (\$5,739.50) less</b>					
* Kansas DL fees:					\$ 81.00
* Judges Training Fund:					\$ 11.50
* LET Training Fund:					\$267.50
* Seat Belt Fund:					\$20.00
<b>February 2022 TOTAL:</b>					<b>\$ 5,359.50</b>

<b>Y.T.D. TOTALS 2022</b>		<b>Y.T.D. TOTALS 2021</b>	
ARRAIGNMENTS:	79	ARRAIGNMENTS:	141
TRIALS	14	TRIALS:	32
LETTERS:	31	LETTERS:	84
WARRANTS:	39	WARRANTS:	63
FINES:	\$10,765.50	FINES:	\$15,591.50
KS DL FEES:	\$447.00	KS DL FEES:	\$203.00
JUDGES FUND:	\$20.50	JUDGES FUND:	\$37.50
L.E.T.FUND:	\$470.00	L.E.T FUND:	\$852.50
COMM CORRECT FUND:	\$0.00	COMM CORRECT FUND:	\$0.00
SEAT BELT FUND:	\$20.00	SEAT BELT FUND:	\$0.00

**City of Westwood**  
**Treasurer's Report**  
**2/28/2022**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through 2/28/2022 of \$3,457,709 and remains up from year end by \$477,456. This still includes \$445,236 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 to date received of \$772,214 compared to the prior year to date of \$681,953 which is up by \$90K.
    - i. Taxes – overall up \$75K from prior year. Ad Valorem taxes are up \$38K from prior year. City and County sales tax revenue is up about \$34K compared to prior year. Motor Vehicle down \$1K and Special Assessments up \$3K.
    - ii. Fees and Licenses – down year to date by \$2K, Utility Franchise Fees down by \$1K, Occupational Licenses down by about \$1K.
    - iii. Building Permits – Steady with prior year amount through February.
    - iv. Intergovernmental Fees are down by \$14K due to timing of invoicing police services.
    - v. Fines – are down \$3K from prior year to date.
    - vi. Miscellaneous Income – up by \$30K due to sale of fixed assets received in January 2022 and other Misc. income of \$4K.
  - b. Overall Year to Date Expenditures through February total \$373,689, down \$17K compared to the prior year to date.
    - i. General Overhead total expenditures of \$36,593 for the month. Down from prior year by \$14K. Professional Fees has decreased by \$8K, Capital Improvement expense decreased by \$7K.
    - ii. Administrative expenditures of \$19,663 for the month, down just slightly from prior year by \$10K. Decrease in Health Insurance of \$5K due to the switchover in new carriers the payments for health insurance were delayed and will be all paid out in March, the financials do not reflect premium costs for January or February due to this delay, we will expect a large expense next month to catch these up, premiums to date last year totaled about \$5K. Other decreases in Dues and Subscriptions and General Operating expenses.
    - iii. Public Works total expenditures of \$33,440 for the month, which is up only slightly from the prior year. Salary and Benefits up \$10K, Professional Fees down \$2K, Equipment down \$8K. The Health Insurance expense for Jan – Feb was \$12K last year so we will expect this in March.
    - iv. Police expenditures are \$76,606 this month up from prior year by \$6K. Increases in Salary and Benefits by \$9K, Professional Fees down \$4K, General Operating up \$2K, Equipment Maintenance down \$2K. Health Insurance for Jan – Feb was about \$26K last year so we will expect that additional expense for March.
    - v. Parks and Rec total expenditures of \$164 for the month, spending is nominal to date.
  - c. Net Receipts Over (Under) Expenditures in the General Fund are (\$16,907) for the month, year to date Receipts Over Expenditures is \$398,525 which is up from the prior year to date by \$103K.
4. Other Funds – Current Month and Year to Date
  - a. CIP - February was a strong month for Sales Tax Revenue totaling \$31K. CIP Expense of \$11K for Easements was paid out in Feb.
  - b. Equipment Reserve – Vehicle Replacement purchased for \$34K.
  - c. Debt Service – Interest expense on note of \$6K paid in February.

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 February 28, 2022

	General Fund 02/28/2022	Capital Improvements Fund 02/28/2022	Equipment Reserve Fund 02/28/2022	Stormwater Fund 02/28/2022	Special Highway Fund 02/28/2022	Woodside TIF/CID Fund 02/28/2022	Debt Service Fund 02/28/2022	All Funds 02/28/2022
<b>Assets</b>								
Current Assets								
Cash In Bank	1,462,816.73	871,272.63	211,135.39	227,338.01	133,182.83	368,334.41	148,161.11	3,422,241.11
Cash In Bank - Bond Fund	35,080.32	0.00	0.00	0.00	0.00	0.00	0.00	35,080.32
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	1,498,284.92	871,272.63	211,135.39	227,338.01	133,182.83	368,334.41	148,161.11	3,457,709.30
<b>Total Assets</b>	<b>\$ 1,498,284.92</b>	<b>\$ 871,272.63</b>	<b>\$ 211,135.39</b>	<b>\$ 227,338.01</b>	<b>\$ 133,182.83</b>	<b>\$ 368,334.41</b>	<b>\$ 148,161.11</b>	<b>\$ 3,457,709.30</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Encumbrances	0.00	445,236.05	0.00	0.00	0.00	0.00	0.00	445,236.05
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	34,639.99	0.00	0.00	0.00	0.00	0.00	0.00	34,639.99
Total Current Liabilities	34,649.18	445,236.05	0.00	0.00	0.00	0.00	0.00	479,885.23
Total Liabilities	34,649.18	445,236.05	0.00	0.00	0.00	0.00	0.00	479,885.23
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	398,525.41	45,679.08	(34,305.00)	62,993.86	14,964.32	(12,807.79)	2,407.00	477,456.88
Total Fund Balance	1,463,635.74	426,036.58	211,135.39	227,338.01	133,182.83	368,334.41	148,161.11	2,977,824.07
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,498,284.92</b>	<b>\$ 871,272.63</b>	<b>\$ 211,135.39</b>	<b>\$ 227,338.01</b>	<b>\$ 133,182.83</b>	<b>\$ 368,334.41</b>	<b>\$ 148,161.11</b>	<b>\$ 3,457,709.30</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Cash Flow

For the One Month Ended February 28, 2022

	General Fund Month Ending 02/28/2022	Capital Improvements Fund Month Ending 02/28/2022	Equipment Reserve Fund Month Ending 02/28/2022	Stormwater Fund Month Ending 02/28/2022	Special Highway Fund Month Ending 02/28/2022	Woodside TIF/CID Fund Month Ending 02/28/2022	Debt Service Fund Month Ending 02/28/2022	All Funds Month Ending 02/28/2022
<b>Unencumbered Cash, Beginning Period</b>	<b>1,515,541.99</b>	<b>405,941.06</b>	<b>245,440.39</b>	<b>226,369.21</b>	<b>133,182.83</b>	<b>538,092.54</b>	<b>154,829.86</b>	<b>3,219,397.88</b>
<b>Receipts</b>								
Taxes	95,310.95	31,184.49	0.00	0.00	0.00	0.00	0.00	126,495.44
Fees and Licenses	30,498.93	0.00	0.00	0.00	0.00	0.00	0.00	30,498.93
Building Permits	3,460.50	0.00	0.00	0.00	0.00	0.00	0.00	3,460.50
Intergovernmental	10,886.67	0.00	0.00	0.00	0.00	0.00	0.00	10,886.67
Restricted Use	0.00	0.00	0.00	0.00	0.00	22,442.28	0.00	22,442.28
Fines	4,740.00	0.00	0.00	0.00	0.00	0.00	0.00	4,740.00
Miscellaneous	4,665.02	0.00	0.00	968.80	0.00	0.00	0.00	5,633.82
<b>Total Receipts</b>	<b>149,562.07</b>	<b>31,184.49</b>	<b>0.00</b>	<b>968.80</b>	<b>0.00</b>	<b>22,442.28</b>	<b>0.00</b>	<b>204,157.64</b>
<b>Expenditures</b>								
Salary & Benefits	108,979.07	0.00	0.00	0.00	0.00	0.00	0.00	108,979.07
Employee Expenses	7,601.70	0.00	0.00	0.00	0.00	0.00	0.00	7,601.70
Professional Fees	13,143.70	0.00	0.00	0.00	0.00	0.00	0.00	13,143.70
General Operating Expenses	5,727.94	13.97	0.00	0.00	0.00	0.00	0.00	5,741.91
Utilities	24,084.46	0.00	0.00	0.00	0.00	0.00	0.00	24,084.46
Equipment and Maintenance	3,932.27	0.00	34,305.00	0.00	0.00	0.00	0.00	38,237.27
Street and Stormwater	0.00	11,075.00	0.00	0.00	0.00	0.00	6,668.75	17,743.75
Park and Events	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	192,200.41	0.00	192,200.41
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>166,469.14</b>	<b>11,088.97</b>	<b>34,305.00</b>	<b>0.00</b>	<b>0.00</b>	<b>192,200.41</b>	<b>6,668.75</b>	<b>410,732.27</b>
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	(350.00)	0.00	0.00	0.00	0.00	0.00	0.00	(350.00)
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,498,284.92</b>	<b>\$ 871,272.63</b>	<b>\$ 211,135.39</b>	<b>\$ 227,338.01</b>	<b>\$ 133,182.83</b>	<b>\$ 368,334.41</b>	<b>\$ 148,161.11</b>	<b>\$ 3,457,709.30</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Two Periods Ended February 28, 2022 and 2021

	Month Ending 02/28/2022	Year To Date 02/28/2022	Year To Date 02/28/2021	Year Ending 12/31/2022	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 95,310.95	\$ 632,283.20	\$ 556,800.52	\$ 1,852,425.00	(1,220,141.80)
Fees and Licenses	30,498.93	64,517.18	66,482.10	446,200.00	(381,682.82)
Building Permits	3,460.50	6,593.50	6,622.75	70,000.00	(63,406.50)
Intergovernmental	10,886.67	24,481.84	38,680.10	328,100.00	(303,618.16)
Fines	4,740.00	9,038.25	12,388.00	90,000.00	(80,961.75)
Miscellaneous	4,665.02	35,300.49	980.28	4,250.00	31,050.49
Total Receipts	149,562.07	772,214.46	681,953.75	2,790,975.00	(2,018,760.54)
<b>Expenditures</b>					
General Overhead					
Salary & Benefits	2,005.41	4,001.21	6,906.07	38,450.00	(34,448.79)
Employee Expenses	1,520.00	2,570.00	94.90	6,000.00	(3,430.00)
Professional Fees	7,557.20	37,693.02	46,291.73	202,550.00	(164,856.98)
General Operating Expenses	1,618.78	2,541.53	2,650.36	34,000.00	(31,458.47)
Utilities	21,892.32	33,197.02	31,692.78	252,850.00	(219,652.98)
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	2,000.00	1,771.43	1,500.00	14,750.00	(12,978.57)
Miscellaneous	0.00	0.00	0.00	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	36,593.71	81,774.21	95,899.63	710,742.83	(628,968.62)
Administrative					
Salary & Benefits	19,209.41	44,070.40	48,063.96	289,482.36	(245,411.96)
Employee Expenses	115.40	215.40	4,101.99	14,500.00	(14,284.60)
Professional Fees	0.00	0.00	275.00	10,200.00	(10,200.00)
General Operating Expenses	338.55	429.98	2,412.97	8,000.00	(7,570.02)
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	19,663.36	44,715.78	54,853.92	329,182.36	(284,466.58)

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Two Periods Ended February 28, 2022 and 2021

	Month Ending 02/28/2022	Year To Date 02/28/2022	Year To Date 02/28/2021	Year Ending 12/31/2022	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Public Works					
Salary & Benefits	24,023.84	68,347.16	58,251.81	424,712.89	(356,365.73)
Employee Expenses	2,189.81	2,091.82	84.57	7,900.00	(5,808.18)
Professional Fees	0.00	0.00	2,315.00	17,000.00	(17,000.00)
General Operating Expenses	1,803.99	2,710.66	3,263.30	22,550.00	(19,839.34)
Utilities	1,792.20	1,962.21	2,050.56	14,000.00	(12,037.79)
Equipment and Maintenance	3,631.12	6,296.94	14,760.01	56,000.00	(49,703.06)
Interfund Transfers	0.00	0.00	0.00	50,000.00	(50,000.00)
Total Public Works	33,440.96	81,408.79	80,725.25	592,162.89	(510,754.10)
Police					
Salary & Benefits	63,740.41	144,075.01	134,253.73	1,066,474.23	(922,399.22)
Employee Expenses	3,776.49	3,897.65	4,434.74	27,000.00	(23,102.35)
Professional Fees	5,586.50	8,536.50	12,694.03	61,425.00	(52,888.50)
General Operating Expenses	1,966.62	7,680.01	5,170.72	58,000.00	(50,319.99)
Utilities	235.57	235.57	258.38	4,500.00	(4,264.43)
Equipment and Maintenance	301.15	201.16	2,777.09	10,000.00	(9,798.84)
Park and Events	1,000.00	1,000.00	0.00	0.00	1,000.00
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Police	76,606.74	165,625.90	159,588.69	1,257,399.23	(1,091,773.33)
Parks & Rec					
General Operating Expenses	0.00	3.28	100.08	2,000.00	(1,996.72)
Utilities	164.37	164.37	458.32	30,000.00	(29,835.63)
Equipment and Maintenance	0.00	0.00	0.00	6,000.00	(6,000.00)
Park and Events	0.00	(3.28)	0.00	11,850.00	(11,853.28)
Total Parks & Rec	164.37	164.37	558.40	49,850.00	(49,685.63)
Total Expenditures	166,469.14	373,689.05	391,625.89	2,939,337.31	(2,565,648.26)
Prior Year Cancelled Encumbrances	0.00	0.00	4,776.26	0.00	0.00
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (16,907.07)</b>	<b>\$ 398,525.41</b>	<b>\$ 295,104.12</b>	<b>\$ (148,362.31)</b>	<b>546,887.72</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The One Period Ended February 28, 2022

	Other Funds					
	Capital Improvements Fund Month To Date 02/28/2022 Actual	Equipment Reserve Fund Month To Date 02/28/2022 Actual	Stormwater Fund Month To Date 02/28/2022 Actual	Special Highway Fund Month To Date 02/28/2022 Actual	Woodside TIF/CID Fund Month To Date 02/28/2022 Actual	Debt Service Fund Month To Date 02/28/2022 Actual
<b>Receipts</b>						
Taxes						
City Sales & Use Tax - Special	31,184.49	0.00	0.00	0.00	0.00	0.00
Total Taxes	\$ 31,184.49	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Restricted Use						
WV CID-1	0.00	0.00	0.00	0.00	16,091.70	0.00
WV CID-2	0.00	0.00	0.00	0.00	6,350.58	0.00
Miscellaneous	0.00	0.00	968.80	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	31,184.49	0.00	968.80	0.00	22,442.28	0.00
<b>Expenditures</b>						
General Operating Expenses	13.97	0.00	0.00	0.00	0.00	0.00
Equipment and Maintenance						
Machinery & Equipment Purchase	0.00	34,305.00	0.00	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	34,305.00	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	6,668.75
Total Street and Stormwater	11,075.00	0.00	0.00	0.00	0.00	6,668.75
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	176,400.93	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	15,799.48	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	192,200.41	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	11,088.97	34,305.00	0.00	0.00	192,200.41	6,668.75
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 20,095.52</b>	<b>\$ (34,305.00)</b>	<b>\$ 968.80</b>	<b>\$ 0.00</b>	<b>\$ (169,758.13)</b>	<b>\$ (6,668.75)</b>

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The Two Periods Ended February 28, 2022

	Other Funds					
	Capital Improvements Fund Year To Date 02/28/2022 Actual	Equipment Reserve Fund Year To Date 02/28/2022 Actual	Stormwater Fund Year To Date 02/28/2022 Actual	Special Highway Fund Year To Date 02/28/2022 Actual	Woodside TIF/CID Fund Year To Date 02/28/2022 Actual	Debt Service Fund Year To Date 02/28/2022 Actual
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	8,850.71
City Sales & Use Tax - Special	56,768.05	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	225.04
Total Taxes	\$ 56,768.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,075.75
Restricted Use						
Stormwater Utility Fee	0.00	0.00	60,979.76	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	220,994.47	0.00
WV CID-2	0.00	0.00	0.00	0.00	12,886.06	0.00
Miscellaneous	0.00	0.00	968.80	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	56,768.05	0.00	61,948.56	14,964.32	233,880.53	9,075.75
<b>Expenditures</b>						
General Operating Expenses	13.97	0.00	304.53	0.00	0.00	0.00
Equipment and Maintenance						
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	34,305.00	(304.53)	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	11,075.00	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	11,075.00	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	43,511.39	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	246,688.32	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	11,088.97	34,305.00	(1,045.30)	0.00	246,688.32	6,668.75
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 45,679.08</b>	<b>\$ (34,305.00)</b>	<b>\$ 62,993.86</b>	<b>\$ 14,964.32</b>	<b>\$ (12,807.79)</b>	<b>\$ 2,407.00</b>

No assurance is provided. Substantially all disclosures omitted.



## COUNCIL ACTION FORM

Meeting Date: March 10, 2021

Staff Contact: Leslie Herring, CAO/City Clerk

---

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

---

### Background/Description of Item

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.

### Staff Comments/Recommendation

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.

### *Suggested Motion*

*I move 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.*

RECEIVED

JAN 17 2022

Public Grounds Reservation Request

City of Westwood KS

☒ 5050 Rainbow Blvd. Field

And party of Joe D Dennis

☐ City Hall

Date & Times of Event April 30, 2022 / 5:00pm to 10:00pm event

Note: This form must be submitted at least five (5) days prior to event date.

Set Up Friday, April 29, Tear Down TBD.

Purpose of Event Fundraiser for Westwood View Elementary

Event Applicant Mandy Waters

Applicant Address 2701 W 48th Terr

Applicant phone number 913 706 8345

Email address for confirmation mandywaters@mac.com

Will anything be delivered or installed, other than tables and chairs? If so, please explain.

Large Tent, Portable Toilet trailer, Assorted Decor, music, lights



Please check if you will have party rentals at your event and please attach proof of business liability insurance naming the City of Westwood as additional insured.

will provide once rentals are secured.



(Internal Use Only) Administration coordinate with Public Works

I attest that I have read, and understand, the guidelines outlined on the back of this request form and that I will ensure the event I am organizing will adhere to the City of Westwood guidelines.

Mandy Waters  
Applicant Signature

1/18/21  
Date



WESTVIE-01

S1DKORDES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>AssuredPartners</b> <b>SRA Insurance Agency, LLC</b> <b>4435 Main St., 4th Floor</b> <b>Kansas City, MO 64111</b>	CONTACT NAME: <b>Denise Kordes</b>	
	PHONE (A/C, No, Ext): <b>(913) 236-3077</b> FAX (A/C, No): <b>(913) 236-3077</b>	
	E-MAIL ADDRESS: <b>denise.kordes@assuredpartners.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Philadelphia Indemnity Company</b>	<b>18058</b>
INSURED  <b>Westwood View Educational Enhancement Fund Inc</b> <b>2511 W 50th St</b> <b>Westwood, KS 66205</b>	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EV84724	4/29/2022	5/1/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

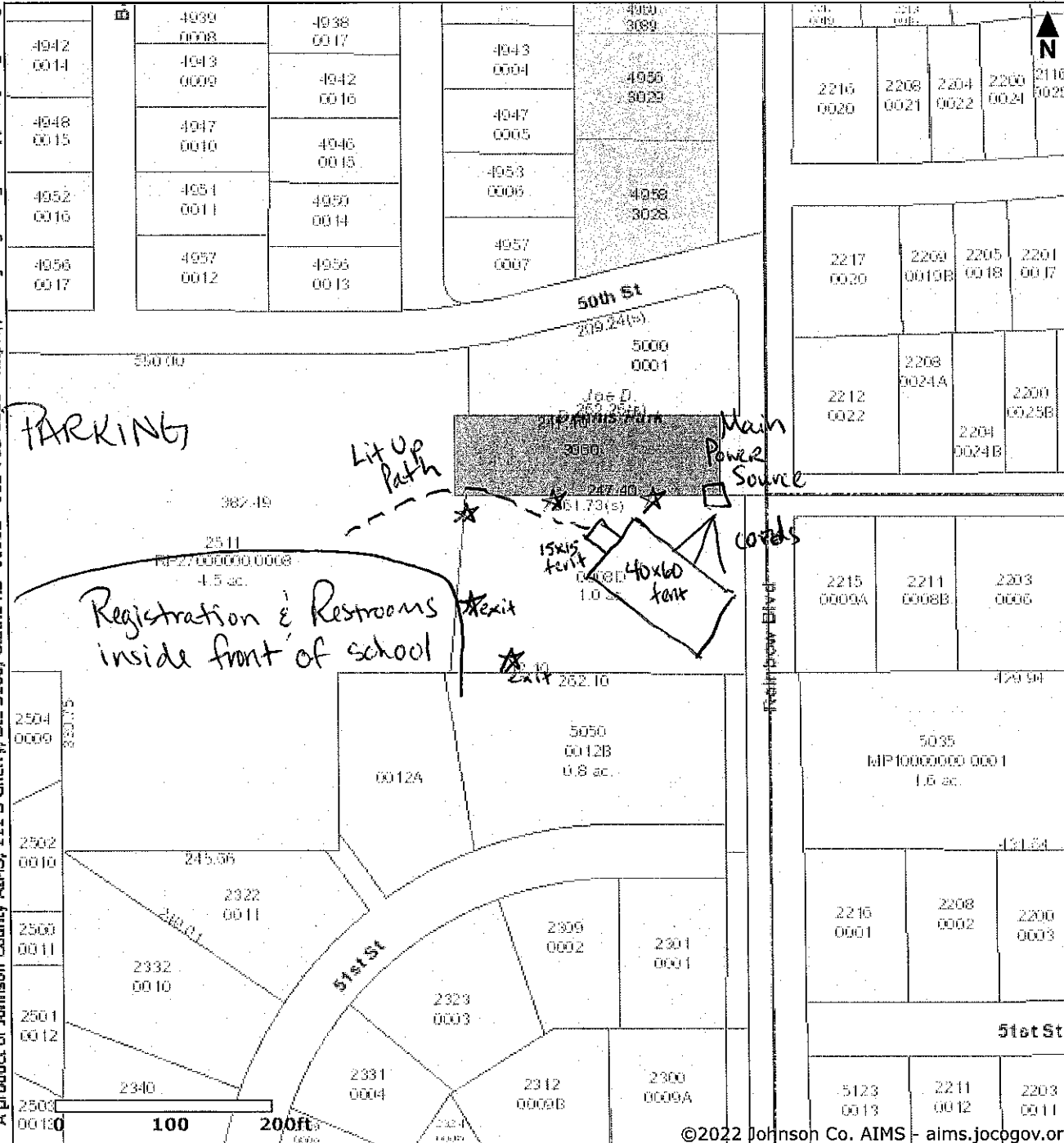
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Westwood View Educational Enhancement Fund Inc's The FUNnel Ball, 4/30/2022

City of Westwood KS is included as an additional insured with respect to the general liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Westwood KS</b> <b>4700 Rainbow Blvd</b> <b>Westwood, KS 66205</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

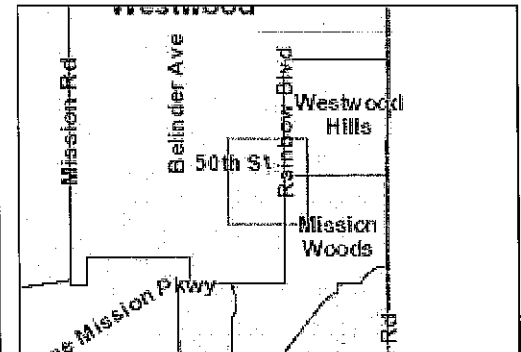


## Johnson Co AIMS Map

### LEGEND

- Address Point
- Building/Structure
- Property**
  - Untaxed
  - Common Interest
  - Vertical
  - Platted
  - Unplatted
  - Right-of-way
  - Mineral Rights
  - Leased Land

★ = Signage & Trash Can  
 "No Alcohol Beyond This Point"



Disclaimer: No person shall sell, give, reproduce, or receive for the purpose of selling or offering for sale, any portion of the data provided herein. Johnson County makes every effort to produce and publish the most current and accurate information possible. Johnson County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty as to the accuracy and currency of the data.



### Tricks of the Light

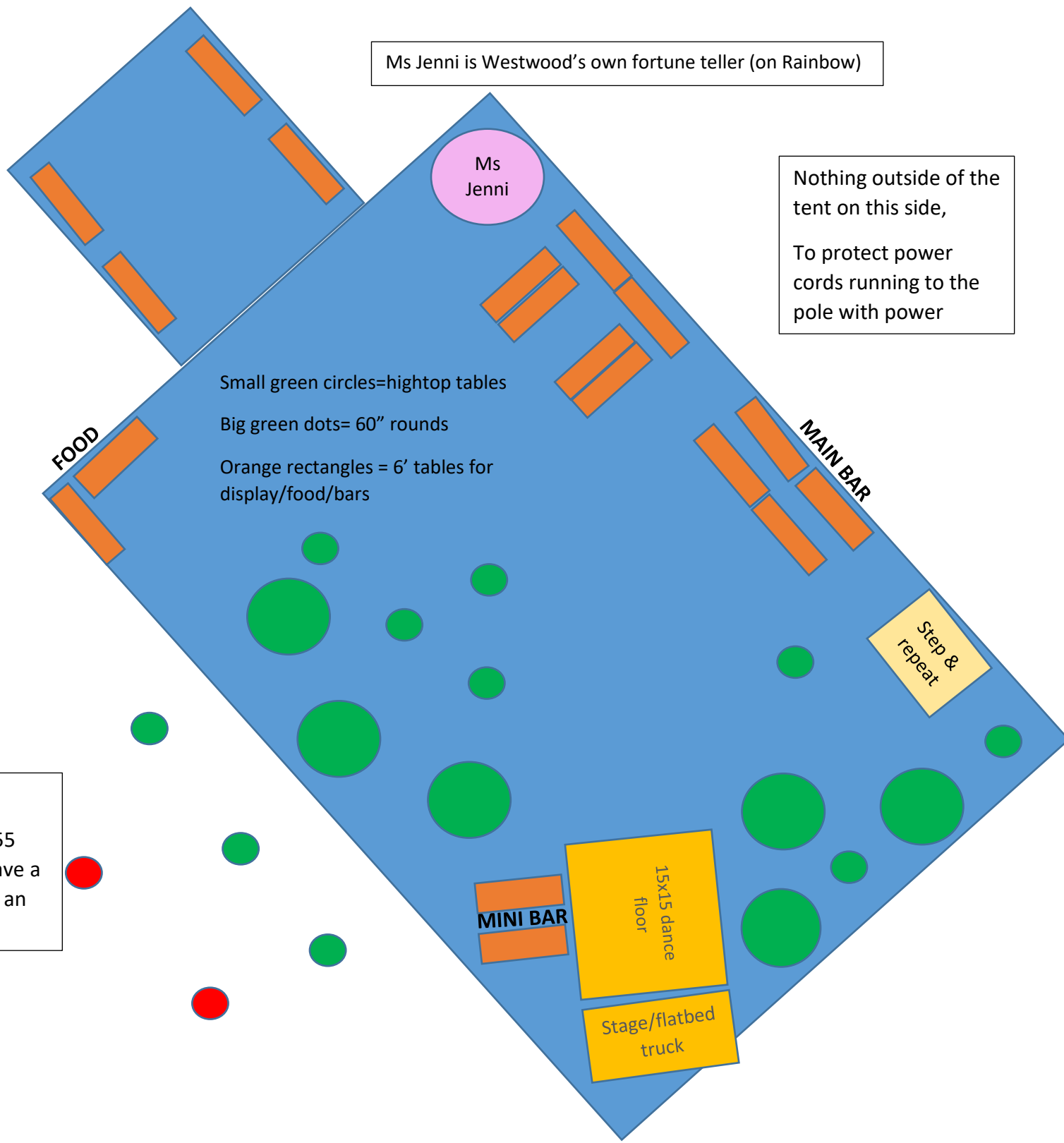
Fire performers  
outside of the tent

6:15-7:15pm

If weather is bad they  
do an LED light  
performance inside

Ms Jenni is Westwood's own fortune teller (on Rainbow)

Nothing outside of the  
tent on this side,  
  
To protect power  
cords running to the  
pole with power



Red dots = Fire pits

Only if temperatures are 55  
degrees or lower. We'll have a  
fire feeder volunteer with an  
extinguisher ready

## COUNCIL ACTION FORM

Meeting Date: March 10, 2022

Staff Contact: Leslie Herring, CAO/City Clerk

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

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### Background / Description of Item

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.

### Staff Comments

The package for consideration by the City Council tonight 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.

EMC Insurance Policy Premium Comparison					
	2020 Premium	2021 Premium	2022 Premium	% Change (21 – 22)	\$ Change (21 – 22)
Commercial Property	\$12,058	\$12,889*	\$14,559	+ 11.5%	\$1,670
General Liability	\$3,707	\$3,688	\$3,877	+ 5%	\$189
Linebacker	\$3,181	\$3,503	\$3,503	No change	\$0
Law Enforcement Liability	\$5,456	\$5,971	\$7,110	+ 16%	\$1,139
Government Crime/Fidelity ISO Package	\$128	\$128	\$128	No change	\$0
Commercial Inland Marine	\$11,606	\$11,606*	\$12,219**	+ 5%	\$613
Business Auto	\$23,498	\$26,894*	\$28,896	+ 7%	\$2,002
Commercial Umbrella	\$5,132	\$5,669	\$6,594	+ 14%	\$924
*Additional prorated premiums paid in February reflecting coverage changes resulting from January internal audit on property inventory and asset values					
**Premium amount is still flocculating; difference is expected to be +/- \$25					

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.

The coverage comparison provided by Boulevard Insurance also covers policies outside the scope of the EMC renewal but which Boulevard monitors on behalf of the City; these include:

- 4th of July fireworks event coverage
  - Secured by a separate policy (this event has not yet been confirmed so this coverage may not be needed/sought)
- Worker's compensation insurance
  - Provided through KMIT
  - 2022 policy paid in January in the amount of \$29,344 (down from \$34,487 in 2021)
- Fidelity bonds for City staff and officials
  - Renewed on a rolling basis dependent on coverage start date for each individual
  - Proposed changes to Chapter 1 – Administration of the Westwood City Code would reduce the number of fidelity bonds needed by limiting them to only the employees and officers who handle money
- Cyber Liability/Data Breach coverage
  - Renewed December 2021 for term of 1/1/2022 – 12/31/2022
  - 2022 policy paid in January in the amount of \$6,158 (up from \$1,250 in 2021)

**Staff Recommendation**

Renew the City's insurance policy package with EMC Insurance Co., via broker Boulevard Insurance for the period of April 1, 2022 – March 31, 2023.

*Suggested Motion:*

*I move to approve the renewal of the City's insurance coverage with EMC Insurance as reflected in the conditional premium quote dated March \_\_\_\_, 2022.*

## ***CITY OF WESTWOOD, KANSAS – COVERAGE SUMMARY/COMPARISON 2022***

<b><u>Item of Coverage</u></b>	<b><u>Travelers 2008</u></b>	<b><u>Continental Western 2009-13</u></b>	<b><u>EMC Insurance Company 2013-22</u></b>	<b><u>EMC Insurance Company 2022-23</u></b>
<b><u>Property</u></b>				
Building & Personal Property Values	\$2,418,149	\$3,657,804	\$4,566,402	\$4,893,829
Replacement Cost Valuation	Included	Included	Included	Included
Blanket or Specific Coverage	Blanket Basis	Blanket Basis	Blanket Basis	Blanket Basis
Agreed Value [suspends co-insurance]	Included	Included	Included	Included
Mechanical Breakdown Coverage	Included	Included	Included	Included
Building Ordinance & Law Coverage	\$100,000	\$250,000	Property Limit	Property Limit
Extra Expense Coverage	\$50,000	\$350,000	\$500,000 BI/EE	\$500,000 BI/EE
Property Deductible – Except E'quake	\$1,000	\$1,000/\$2,500	\$5,000 (increased in 2015)	\$5,000
Flood Coverage - \$1,000 Deductible	\$2,000,000/\$25K ded.	\$1,000,000	Excluded	Excluded
Earthquake Coverage – 5% Deductible	\$2,000,000	\$2,000,000	\$4,433,399 10% Ded.	\$4,893,829

**Blanket Property coverage limits have been adjusted for 2022 to reflect the current cost to rebuild the City Hall and Public Works buildings, as well as adjustments to various properties in the open. Streetlights on 47<sup>th</sup> and on SM Pkwy were also added. Our Blanket Property coverage with Agreed Value affords us some additional protection as these costs increase, as Co-Insurance is suspended. Total property coverage limits are up about \$415,525, compared to expiring.**



<b><u>Inland Marine</u></b>	<b><u>2008</u> Travelers</b>	<b><u>2009-13</u> CWG</b>	<b><u>2013-22</u> EMC</b>	<b><u>2022-23</u> EMC</b>
Scheduled Contractors Equipment – ACV	\$225,253	\$130,550	\$84,500	\$84,500
Scheduled Contractors Equipment – RC		\$89,545	\$1,145,716	\$1,152,316 [incl. streetlights/controls]
Unscheduled Contractors Equip. – ACV	\$50,000	\$15,000	\$15,000	\$15,000
Scheduled Emergency Equipment – RC	\$90,817ACV	\$193,421	\$148,251	\$261,650
Radio Equipment – RC	\$27,283	Included	Included	Included
Leased or Rented Equipment – ACV	\$50,000	\$100,000	\$100,000	\$100,000
Computer Equipment – RC	\$76,731	\$67,397	\$55,000	\$55,000
Computer Data/Media	\$50,000	\$50,000	\$50,000	\$50,000
Inland Marine Deductible	\$1,000	\$500	\$1,000	\$1,000

### **Crime – Blanket Basis**

Employee Dishonesty – Excl. Treasurer	\$50,000	\$50,000	\$50,000	\$50,000
Forgery & Alteration	\$50,000	\$50,000	\$50,000	\$50,000
Money & Securities – On/Off Premises	\$10,000	\$10,000	\$10,000	\$10,000
Deductible	\$1,000	\$1,000	\$1,000	\$1,000

### ***Note to the City Council and the Committee on Administration & Compensation Expenses:***

Separate Position Bonds are provided to cover thirteen (13) key personnel for the City.

The positions covered are: City Treasurer, City Clerk, Assistant City Clerk, Court Clerk, City Attorney, Chief of Police, and City Judge, Mayor & 5 City Council Members.

Surety bond rates are very similar from company to company and do not share the potential market pricing fluctuations that are often seen in the property and casualty insurance market.

## LIABILITY COVERAGE – CITY OF WESTWOOD, KANSAS

	<u>2008 Limits</u> Travelers	<u>2009-2013</u> CWG	<u>2013-2023</u> EMC	<u>Final Limit*</u>
<b><u>Commercial General Liability [Occurrence Form]</u></b>				
Per Occurrence Limit	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Annual Aggregate Limit	\$4,000,000	\$2,000,000	\$2,000,000	\$6,000,000
Employee Benefits Liability - \$500 Ded. Each EE	\$2/\$6,000,000	\$1,000,000	\$1,000,000	\$5,000,000
General Liability Deductible	NIL		\$500 PD	

Special Event Liability Included for Easter Egg Roll & Oktoberfest Picnic. We have secured separate coverage in the past for July 4 Fireworks at a cost of \$1,500 for a \$2,000,000 limit of liability. Pricing anticipated to be similar again for 2022, if there is an event.

The Commercial General Liability Includes the City of Westwood Hills & the City of Mission Woods each as an Additional Insured with respect to Work Performed by the Westwood Public Works Department under their respective Public Works Agreements.

<u>Cyber Liability</u>	<u>(new addition as of 2014)</u>	<u>2014-16</u>	<u>2016-20</u>	<u>2021-23</u>
Response Expenses Coverage		\$50,000	\$50,000	\$1,000,000
Defense & Liability Coverage		\$50,000	\$50,000	\$1,000,000
Identity Recovery		\$25,000	\$25,000	\$1,000,000
Cyber Liability Computer Attack Annual Aggregate			\$100,000	\$1,000,000
Network Security & Defense Liability			\$100,000	\$1,000,000
Data Recreation Sublimit			\$5,000	\$1,000,000
Public Relations Sublimit			\$5,000	Included

### **Law Enforcement Liability [Claims Made Form]**

Limit – Each Wrongful Act	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Annual Aggregate Limit	\$4,000,000	\$1,000,000	\$2,000,000	\$6,000,000
Deductible – Per Claim	\$5,000	\$2,500	\$1,000	

Includes the City of Westwood Hills & the City of Mission Woods as Additional Insured with respect to Law Enforcement Services provided by the City of Westwood to each under their respective Public Safety Agreements. Cost will be \$200 for each entity in 2022 for both the General Liability & Law Enforcement Liability coverage extensions for compliance with the Public Works & Public Safety Agreements.

## LIABILITY COVERAGE – CITY OF WESTWOOD, KANSAS (continued)

	<u>2008 Limit</u> Travelers	<u>2009-2013</u> CWG	<u>2013 - 2023</u> EMC	<u>Final Limit*</u>
<b><u>Public Officials Liability</u></b>				
<b>Linebacker Policy - Claims Made</b>				
Limit – Each Wrongful Act	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Annual Aggregate Limit	\$4,000,000	\$1,000,000	\$2,000,000	\$6,000,000
Deductible - Per Claim	\$5,000	\$1,000	\$2,000	
 <b><u>Employment Practices Liability</u></b>				
<b>Linebacker Policy – Claims Made</b>				
Limit – Each Wrongful Act	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Annual Aggregate Limit	\$2,000,000	\$1,000,000	\$2,000,000	\$6,000,000
Deductible – Per Claim	\$5,000	\$2,500	\$2,000	
 <b><u>Commercial Automobile</u></b>				
Limit of Liability – Each Accident	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Uninsured/Underinsured Motorist	\$2,000,000	\$1,000,000	\$1,000,000	
Hired/Non-Owned Liability	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Deductible	\$250	\$500	\$1,000	
Collision Deductible	\$500	\$500	\$1,000	
Hired Auto Physical Damage	?	Included – Vehicle's Actual Cash Value		
Commandeered Vehicle Physical Damage	?	\$250,000	Included	

**LIABILITY COVERAGE – CITY OF WESTWOOD, KANSAS (continued)****Limits Remain Unchanged for 2022****Worker's Compensation & Employers Liability****Kansas Municipality Insurance Trust [KMIT]**

Worker's Compensation

Statutory Kansas Limits

Employer's Liability

Base LimitFinal Effective Limit \*

Bodily Injury by Accident

\$500,000 Each Accident

\$4,500,000

Bodily Injury by Disease

\$500,000 Policy Limit

\$4,500,000

Bodily Injury by Disease

\$500,000 Each Person

\$4,500,000

Estimated Annual Payroll – Subject to Audit

\$1,029,000 (was \$978,350)

NCCI Experience Modification Factor-2021

1.17 (was 1.26)

The improvement in Experience Modification is based primarily on year 2017 experience which left the calculation. 9% better effective rate, so premium down even with higher payroll figures. This helps offset other increases program-wide.

The City has elected to have Worker's Compensation coverage provided by the Kansas Municipality Insurance Trust in lieu of voluntary coverage offered by a standard insurer, with Boulevard Insurance, LLC as their representative to the KMIT plan.

Be advised that the KMIT plan is a form of self-insurance, and as with all self-insurance plans, there are provisions for joint & several liability for all members of the plan. This means that in the unlikely event of a shortfall of funds due to claims expenses, it could potentially result in an assessment of the plan members to bring plan fund assets back up to the required reserves for future losses.

**LIABILITY COVERAGE – CITY OF WESTWOOD, KANSAS (continued)**

**Limits Remain Unchanged for 2022**

**Commercial Excess Liability**

Aggregate Limit	\$4,000,000
[Except 'Covered Autos' & Products/Completed Ops]	
Produces Completed Operations Aggregate	\$4,000,000
Personal & Advertising Injury Limit	\$4,000,000
Each Occurrence Limit	\$4,000,000 Any One Person or Organization

Higher Excess Liability Limits Are Provided due to Sharing of Aggregate Excess Liability Limits on the Underlying Coverage.  
Commercial General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability (other than Uninsured Motorist), and Employment Practices Liability and Employer's Liability are each extended by this coverage. Cyber Liability is not extended by this cover.

**Higher Limits of Liability Are Available.**

**\* "Final Limit" as Referenced Throughout this Summary Includes Applicable Commercial Excess Liability Limit, and is subject to application of the Kansas Tort Claims Act, KSA Section 75-6101, where applicable.**

**All Property & Inland Marine Values, Vehicle Coverage and Payrolls are based on information provided by the City, with the exception of the recently calculated replacement cost figures for the City Hall, and Public Works buildings.  
Coverage is subject to Loss Control Inspection and Compliance, Acceptable Motor Vehicle Reports for operators of City Vehicles, Signed Statement of Values, Signed Supplemental Applications, if any, and Premium Payment.**

## ***CITY OF WESTWOOD, KANSAS – PREMIUM SUMMARY-HISTORICAL COMPARISON***

	Travelers	Continental Western	Employer's Mutual Insurance Company [EMC]	
	<u>2000-09</u>	<u>2009-13</u>	<u>2013-2022</u>	<u>2022-23</u>
Package Policy Premium	\$32,025	\$46,013	\$69,644	\$76,886
Cyber Liability/Data Breach	(sublimit added 2014, full Cyber 2021)		\$ 1,250	\$ 6,159
Fidelity Bonds [13]	unknown	\$ 1,331	\$ 1,931	\$ 1,931
Special Event Liability – Fireworks @ \$2,000,000 Limit			PPD	est. \$~1,500
<u>Workers Comp</u>	<u>\$45,642</u>	<u>\$19,497</u>	<u>\$33,856</u>	<u>\$29,344</u>
<b>TOTAL PREMIUMS</b>	<b>\$77,667</b>	<b>\$66,841</b>	<b>\$106,681</b>	<b>\$115,820</b>

Total Premium is up mostly due to the increased cost for Cyber Liability, adjusted property limits, slight increase to auto rates, additional computers, radios, equipment & streetlights. and an additional Public Safety vehicle for a full year. Cyber Liability premiums increased substantially due to industry experience in the line of coverage, and the current amount of activity worldwide. This coverage is both quite important and is also a requirement for compliance with the renewal of the JoCo IT Agreement of 01/01/21.

Net Annual Increase is \$9,139. This includes \$1,500 estimated cost for the potential fireworks display on July 4th. \$4,909 of this increase is for the Cyber Liability alone, and another \$3,036 for the new PS vehicle. Gross premium increase was \$13,651, which was offset by the WC Experience Modification improvement

## **PREMIUM DIVIDEND PROGRAM RESULTS – EMC INSURANCE**

**For Municipalities with favorable loss experience, EMC pays a dividend back to the insured. Below is a recent history of this dividend program with respect to the City of Westwood, Kansas. The overall figures shown on the preceding page do not reflect these premium credits received.**

**In May 2016, a Dividend of \$5,873.55 was paid for good loss experience for 2015-16.**

**In May 2017, a Dividend of \$7,323.72 was paid for good loss experience for 2016-17.**

**In April 2018, a Dividend of \$7,861.12 was paid for good loss experience for 2017-18.**

**In April 2019, a Dividend of \$8,914.01 was paid for good loss experience for 2018-19.**

**In April 2020, a Dividend of \$9,359.99 was paid for good loss experience in 2019-20.**

**In April 2021, a Dividend of \$8,896.15 was paid for another good overall loss year in 2020-21.**





B U S I N E S S P R O T E C T I O N P O L I C Y  
C O M M O N D E C L A R A T I O N S

POLICY PERIOD

FROM: SEE SECTION DECLARATIONS TO: 04/01/23

12:01 A.M. STANDARD TIME

AT YOUR MAILING ADDRESS SHOWN BELOW

(UNLESS CHANGED ON THE SECTION DECLARATIONS)

\*-----\*

\* ACCOUNT NUMBER \*

\* 4X95955---23 \*

\*-----\*

N A M E D I N S U R E D :

P R O D U C E R :

CITY OF WESTWOOD  
4700 RAINBOW BLVD  
WESTWOOD KS 66205-1831

AGENCY SERVICES CORPORATION  
OF KANSAS, INC  
815 SW TOPEKA BLVD  
TOPEKA KS 66612-1672

AGENT: L 7235

AGENT PHONE: (785)232-0561

CLAIM REPORTING: (888)362-2255

INSURED IS: MUNICIPAL

BUSINESS DESC: MUNICIPALITY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT. THE COMPANY AFFORDING COVERAGE IS DESIGNATED BY THE NAME IN THE DECLARATIONS OR INFORMATION PAGE FOR EACH SECTION OF THE POLICY.

S E C T I O N	C O V E R A G E	P R E M I U M
1	PROPERTY	\$ 14,559.00
2	LIABILITY	3,877.00
3	CRIME	128.00
4	INLAND MARINE	12,219.00
5	AUTOMOBILE	[revised -\$1,403 = \$28,896 -30,299.00
6	WORKERS' COMPENSATION	NO COVERAGE
7	UMBRELLA	6,594.00
8	OTHER - LINEBACKER	3,503.00
	LAW ENFORCEMENT	7,110.00

ESTIMATED TOTAL POLICY PREMIUM

\$ -78,289.00 -

FORMS APPLICABLE TO ALL SECTIONS EXCEPT:

\$76,886 Revised Total

1. WORKERS' COMPENSATION

THE ADDRESS AND TELEPHONE NUMBER OF THE SERVICING COMPANY IS:

EMC INSURANCE COMPANIES

PHONE: (316) 352-5700

245 N WACO ST STE 330

WICHITA, KS. 67202-1116

PLACE OF ISSUE: WICHITA, KS

DATE OF ISSUE: 02/22/22

COUNTERSIGNED BY:

FORM: IL7000A (ED. 09-02)

02/22/22

SJ

4X95955 23



## **COUNCIL ACTION FORM**

Meeting Date: March 10, 2022

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider Agreement with Johnson County, KS for the 2022 Stormwater Best Management Practices (BMP) Cost-Share Program

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

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.

### **Staff Recommendation**

Staff recommends that the City Council authorize the Mayor to sign the agreement.

### ***Suggested Motion***

*I move to authorize the Mayor to execute the 2022 Agreement for Stormwater BMP Cost-Share Program with Johnson County.*

## **Agreement**

### **For Stormwater BMP Cost-Share Program**

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Westwood, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

### **Recitals**

A. The City and the County cooperate, in general, and have entered into numerous beneficial arrangements in the past for the control of stormwater runoff to reduce the amount of pollutants in local streams, prevent stream bank erosion, and reduce flooding caused by stormwater.

B. 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.

C. The City has developed BMP cost-share program (“Program”) which allows its residents to seek and receive reimbursement for a portion of costs related to the installation of certain BMPs.

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$3,000 to the City for its Program upon the following terms and conditions:

### **Agreement**

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of providing City residents the opportunity to receive partial reimbursement for implementing certain stormwater best management practices. The Parties acknowledge that residents shall be allowed to apply for funding in accordance with the Program requirements set forth in the attached Exhibit A.
2. **County Contribution.** The County agrees to contribute up to \$3,000 towards the Program. Not more than once each calendar quarter, the City shall submit to the County a statement satisfactory in form and content to the Manager of the Stormwater Management Program detailing the expenditure of funds during the preceding calendar quarter.
3. **Administration of Program.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Program in its own name and not as an agent of the County. The City agrees to be solely responsible for the administration of all other contracts for the Program. Any contract disputes shall be resolved by the City at the City’s sole cost and expense.
4. **Reporting Requirements.** The City agrees to provide a final report to the County summarizing the projects completed under the Program.

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of April 1, 2022, and shall expire on January 31, 2023. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by each of the Parties hereto.

**City of Westwood, Kansas**

**Johnson County Public Works Department**

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David E. Waters  
Mayor

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Brian Pietig  
Director of Public Works

Approved as to form:

Approved as to form:

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Ryan Denk  
City Attorney

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Robert A. Ford  
Asst. County Counselor

Attest:

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Leslie Herring  
City Clerk

EXHIBIT A  
2022 Program Description

# Contain the Rain in Johnson County

## 2022 Stormwater Best Management Practices Program Requirements

The City encourages individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMPs) on their property to aid in the improvement of local and regional water quality. At the same time, the City encourages planting native plants and trees to support the natural ecosystem and provide food for pollinators like bees and butterflies. The program, with assistance from Bridging the Gap and Johnson County Stormwater Management Program (JOCO SMP) will reimburse applicants up to 50% of eligible expenses, not to exceed a project reimbursement cap for the proper installation of the following best management practices:

Project Type	Project Reimbursement Cap
Rain Barrel	\$75 per barrel, up to two
Native tree planting	\$150 per tree, up to two
Pollinator/Native plant garden	\$1000
(Notes: Must receive runoff from impervious surface; Minimum purchase of pollinator/native plants must be \$50, which is \$25 reimbursement)	
Rain Garden (must have pre-approval)	\$1000

### Program Applicant Conditions

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arborday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
  - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained. Project and costs must be complete in the funding year.
  - b. All reimbursements are on a first come, first serve basis until funding runs out.
  - c. Applicant is responsible for all project costs.
  - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2022.
8. For Rain Gardens and Large Native Plantings (greater than \$200 in project cost)
  - a. Pre-approval is required before any work can begin.
  - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.
  - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
  - d. Implementation of the approved project is the sole responsibility of the applicant.

### **Instructions to Apply for Reimbursement for Rain Gardens**

1. Complete pre-approval application. Applicant will need to provide:
  - a. Completed online or paper application
  - b. Description of the work to be completed
  - c. Photos of project location on the property
  - d. Cost summary and/or contractor's estimate for project
  - e. Contractor's Certificate of Insurance listing the City name as additional insured
  - f. Anticipated project schedule and completion date
2. Submit form and supporting documents/photos online or mail to contact below.
3. A site visit will be scheduled prior to installation.
4. After inspection, the pre-approval decision will be determined.
5. Contact JOCO SMP staff for final inspection of rain garden once the work is complete.
6. Submit final receipts and photos, if applicable, to JOCO SMP (info below) for final approval.
7. Approval decision will be received within five business days of completed final application.
8. Payment of approved projects will be complete in approximately 6-8 weeks.

### **Instructions to Apply for Reimbursement for Pollinator/Native plants, Native trees, or Rain Barrels**

1. Complete the online reimbursement form.
2. Submit supporting documentation (all receipts/invoices, before and after photos of project)
3. Approval decision will be received within five business days of completed applications.
4. Reimbursement will be complete in approximately 6-8 weeks.

**All reimbursements are made on a first come, first served basis until funding runs out. Pre-approval of your project does not guarantee reimbursement.**

#### **JOCO SMP Contact Information:**

Ian Fannin-Hughes  
Johnson County, Public Works Department  
1800 W Old Highway 56  
Olathe, KS 66061  
ian.fanninhughes@jocogov.org  
913.715.8365

## **COUNCIL ACTION FORM**

Meeting Date: March 10, 2022

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider Professional Services Agreement with Stantec for 2022 Automated Pavement and Infrastructure Condition Assessment

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

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 there 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).

Staff recommends Council accepts the proposal from Stantec Consulting Services, Inc. in the amount of \$13,581.00 as modified and to authorize the Mayor to sign an agreement for this project as stipulated in the Proposal. Should the contractor request substantial changes either prior to Council Consideration of the Proposal or if we have not heard from the Contractor in time for the March 10<sup>th</sup> Council meeting, I would ask for tentative approval from the Council and authorize the Mayor to sign an agreement that is acceptable to the City Attorney and the Mayor.

### ***Suggested Motion***

*I move to authorize the Mayor to execute a Professional Services Agreement, in a form agreed upon by the City Attorney, with Stantec Consulting Services, Inc. to conduct the services specified therein on Exhibit A.*

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 10th day of March, 2022, by and between the City of Westwood, Kansas, a municipal corporation ("City," ) and Stantec Consulting Services Inc, a corporation having its principle place of business in Tonawanda, New York ("Consultant").

**WHEREAS**, the City needs professional assistance to perform the services outlined in the Scope of Services described in Exhibit A; and

**WHEREAS**, the Consultant represents that it has sufficient experience and qualified personnel to perform the professional services herein described on behalf of the City; and

**WHEREAS**, The City has determined, based upon information provided by the Consultant, that Consultant is qualified to provide the professional services described herein.

**WHEREAS**, the City and Consultant desire to enter into this Agreement to set forth the specific terms and conditions of their relationship.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set forth herein, the parties agree as follows:

**SECTION 1. Engagement.** The City hereby engages Consultant as an independent contractor to perform the services described in this Agreement and Consultant accepts that engagement.

### **SECTION 2. Services.**

- (a) **Scope of Services.** Consultant shall perform those services ("Contract Services") described in Exhibit A, which is attached to this Agreement and incorporated herein by reference. The City may also request additional services not anticipated at the time of this Agreement. At the City's request, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of the additional work. No change in scope shall be effective nor additional compensation be paid, except on the basis of the provisions of a written supplemental agreement or an amendment signed by the Parties.
- (b) **Subcontracting Services.** Consultant may not, without first obtaining the City's written consent, subcontract any of the Contract Services. Notwithstanding the City's consent to any subcontracting, Consultant shall remain fully responsible for all obligations under this Agreement.
- (c) **Time of Performance.** The Consultant agrees to complete the Contract Services within the times listed in Exhibit A, Scope of Service. In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed. At the City's discretion, an extension of time may be granted to the



Consultant for delays determined by the City as unavoidable. Consultant may request an extension of time stating the reasons for such a request. The term of this Agreement may be extended by mutual agreement of the parties beyond the time periods outlined in Exhibit A for the purpose of the Consultant providing any additional services, as outlined in Exhibit A, as may be requested by City and agreed to by Consultant. The Parties agree that time for performance of the Contract Services is of the essence and that the Consultant's failure to meet the contractual times for performance shall constitute a material breach of this Agreement.

- (d) **Qualified Personnel.** Consultant shall provide sufficient qualified personnel to perform the Contract Services. If directed by the City, the Consultant shall remove any person the Consultant employs in connection with the work.
- (e) **Performance.** In performing the Contract Services, Consultant agrees to take all steps necessary for the full and effective performance of those tasks.
- (f) **Assistance from City.** To assist Consultant in performing the Contract Services, the City will perform the duties outlined in Exhibit A, if any, in a timely manner so as not to unreasonably delay the Consultant's services.

**SECTION 3. Compensation and Expenses.** As set forth in Exhibit A, the City shall pay the Consultant for the Contract Services it performs as outlined in Section 2 of this Agreement.

**SECTION 4. Termination of Agreement.** The City may terminate this Agreement at any time for convenience or cause upon written notice to Consultant. If the City terminates the Agreement under this Section, the City shall pay the Consultant for Contract Services satisfactorily performed by Consultant before the termination, and for all associated expenses incurred by the Consultant before the termination. Under no circumstances will the Consultant be entitled to anticipatory profits or consequential damages. The provisions regarding indemnity and insurance shall survive the termination of this Agreement.

**SECTION 5. Reports and Documents.** If this section is not needed replace "reports and Documents" with "Reserved"

- (a) **Property and Possession.** All reports, studies, analyses, memoranda, and related data and material, as may be developed during the performance of the Contract Services, shall be submitted to and shall be the exclusive property of the City, which shall have the right to use the same for any purpose without further compensation to the Consultant. Consultant may use its own proprietary software for the purposes of generating the data required by the Agreement. The parties agree that the City shall retain all rights to the data generated, but that the Consultant shall retain all rights to the proprietary software.

- (b) **Status of Documents upon Expiration or Termination.** If this Agreement expires or is terminated for any reason, all finished or unfinished documents prepared as part of the Contract Services shall immediately be transmitted to the City by Consultant, with the exception of the Consultant's proprietary software, as noted in Section 5(a). Consultant shall also immediately upon expiration or termination of this Agreement, return to the City all of the studies, maps, and other data furnished to the Consultant by the City under this Agreement.
- (c) **Confidentiality.** Consultant shall not release to any person except City representatives and others authorized by City any reports or related materials prepared for the City pursuant to the Consultant's performance of the Contract Services. This Agreement, however, does not preclude Consultant from performing any service (whether or not similar in nature to a Contract Service) on behalf of other clients in the city or elsewhere. All reports and documents prepared, assembled, or compiled by Consultant pursuant to the terms of this Agreement are to be considered confidential and Consultant agrees that it will not, without prior written consent of the City, submit or make the same available to any individual, agency, public body, or organization other than the City, except as may otherwise herein be provided, subject to the provisions of the Kansas Open Records Act or as may otherwise be required by law.

**SECTION 6. Compliance with Laws.** Consultant shall comply with local, state, and federal rules, regulations, and laws pertaining to this Agreement that are applicable at the time the Consultant conducts the Contract Services, regardless of whether such requirements are specifically referred to in this Agreement. Consultant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents against any claim or liability arising from or based on any violation of the same.

**SECTION 7. Compliance with Equal Opportunity Laws, Regulations, and Rules.**

- (a) **Discrimination Prohibited.** Consultant agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry, or age.
- (b) **Solicitations.** In all solicitations or advertisements for employees, Consultant shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission (Commission).
- (c) **Non-Compliance.** Consultant shall be deemed to have breached this Agreement and it may be cancelled, terminated, or suspended in whole or in part by the City, if the Consultant:

1. fails to comply with the reporting requirements of K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto; or
  2. is found guilty of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission that has become final.
- (d) **Flow Through Requirements.** Consultant shall include the provisions of Section 7(a)-(c) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- (e) **Exempt Contractors.** The provisions of this Section 7(a)-(d) are recommended but not enforceable against Consultant if:
1. Consultant employs fewer than four employees at all times during the term of this Agreement; or
  2. All of Consultant's contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City pursuant to K.S.A. 44-1030(c).
- (f) **ADA Compliance.** Consultant agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.
- (g) **Code Compliance.** Consultant agrees to comply with Chapter 35, Article III of the Westwood Code, which prohibits discrimination in employment, housing, and public accommodations on the basis of an individual's sexual orientation or gender identity.

## **SECTION 8. Insurance.**

- (a) **General.** Consultant shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed in writing) of such types and in at least such amounts as required herein. The City shall be named as an additional insured for all coverages required herein except workers' compensation coverage and professional liability coverage. All insurance procured for this Agreement by the Consultant, including additional insured designations, shall be primary and noncontributory. Consultant shall provide certificates of insurance on forms acceptable to the City at the time of this Agreement's execution. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to the City before the expiration date of any coverage. The City shall be notified by receipt of written notice from the insurer at least 30 days before material modification or cancellation of any policy listed on the Certificate.

- (b) **Notice of Claim.** Consultant, upon receiving notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.
- (c) **Reduction of Policy Limits.** Consultant shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if the Consultant's limits of protection have been impaired or reduced to such extent that the limits fall below the minimum amounts required hereunder. In that event, Consultant shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- (d) **Industry Ratings.** Consultant agrees that its insurance carrier must:
1. a. Be licensed to do business in the State of Kansas;
  - b. Carry a Best's policyholder rating of "A-" or better and;
  - c. Carry at least a Class VIII financial rating; OR
  2. Be acceptable to the City.
- (e) **Insurance Required.** Consultant agrees to secure and maintain the following insurance:
1. **Commercial General Liability.** Consultant shall maintain General Liability coverage including Premises-Operations Liability, Independent Contractors Liability, Products and Completed Operations, and Broad Form Property Damage within these minimum limits:

Bodily Injury & Property Damage	\$1,000,000 combined single limit per occurrence: \$2,000,000 annual aggregate
Fire Damage Liability	\$50,000
Medical Payments	\$5,000

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damages to underground property.

2. **Comprehensive Automobile Liability.** Consultant shall maintain Automobile Liability coverage including coverage for Owned, Hired and Non-owned Auto Liability providing for all injuries to members of the public and damage to property of others arising from the use of motor vehicles on and off the Work site with these minimum limits:

Bodily Injury & Property Damage	\$1,000,000 combined single limit per occurrence
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**3. Workers' Compensation and Employer's Liability.** Consultant shall maintain Workers' Compensation coverage for all claims made under applicable state workers' compensation laws. Consultant shall also maintain Employer's Liability coverage for claims made for injury, disease, or death of an employee that, for any reason, may not fall within the provisions of a workers' compensation law. The following minimum limits shall apply:

Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000 each accident
	\$500,000 disease – policy limit
	\$500,000 disease – each employee

**4. Professional Liability Insurance.** Consultant shall maintain Professional Liability Insurance in an amount of no less than \$1,000,000.

(f) **Subcontractor's Insurance.** If a part of this Agreement is to be sublet, the Consultant shall either:

1. Cover all subcontractors under its insurance policies; or
2. Require each subcontractor not so covered to secure insurance that will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Consultant shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including attorneys' fees, arising out of or resulting from the acts or omissions of its subcontractors.

**Section 9. Indemnification.** Without in any way limiting indemnification obligations that may be set forth elsewhere in this Agreement, Consultant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents, from all claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or resulting from the performance of Consultant's services, provided that any such claim, damage, loss, liability, cost, or expense is caused in whole or in part by a negligent and/or intentional act, error, or omission of the Consultant, its subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, whether or not arising before or after completion of Consultant's services. Consultant shall give the City immediate written notice of any claim, suit, or demand that may be subject to this provision.

**Section 10. No Third Party Beneficiaries.** City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage

pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

**Section 11. Disputes.** The City and Consultant agree that disputes relative to the Contract Services of this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis of the dispute shall be free to take such steps as it deems necessary to protect its interest; provided, however, that notwithstanding any such dispute, the Consultant shall proceed with its services under this Agreement as though no dispute exists.

**Section 12. Representations.** The Consultant certifies that:

- (a) The price submitted and the costs comprising same are independently arrived at without collusion.
- (b) The Consultant has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee to breach any ethical standard.
- (c) The Consultant has not violated, is not violating, and promises that it will not violate the City's policy of prohibition against gratuities and kickbacks.
- (d) The Consultant represents that it has not retained and will not retain a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (e) The Consultant is currently unaware of any conflict of interest with any party affected by this Agreement. Consultant agrees that if any conflict of interest should arise in the future, it will give notice to the City immediately.
- (f) Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement.
- (g) Consultant warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind the Consultant.

**Section 13. Quality Assurance.** Consultant warrants that all work and services performed under this Agreement, shall conform to or exceed the recognized professional standards prevalent in their field. Further, the Consultant warrants that all work and service performed under this Agreement shall be performed with the professional expertise, skills, and knowledge of state of the art procedures and techniques in all relevant subject matters. The Consultant accordingly shall be capable of performing the necessary consulting and other services required herein and possess the ready comprehension of the required subject matter and the expertise to provide these services.

**Section 14. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Consultant without the prior written consent of the City. This

Agreement is binding upon and fully enforceable against the successors and assigns of Consultant, whether consented to or not.

**Section 15. Notices.** Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if the notice is in writing and personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class Mail shall be deemed to be served 72 hours after the date the notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the Consultant shall be made at the address set forth following the Consultant's signature block. Notice to the City shall be made as follows:

City of Westwood, Kansas  
4700 Rainbow Blvd.  
Westwood, KS 66202  
Attn: John Sullivan, Director of Public Works

**Section 16. Independent Contractor.** In no event, while performing under this Agreement, shall Consultant be deemed to be acting as an employee of the City; rather, Consultant shall be deemed to be an independent contractor. Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall defend, indemnify, and hold harmless the City from liability in connection therewith. Nothing expressed herein or implied herein shall be construed as creating between Consultant and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

**Section 17. Compliance with Kansas Cash Basis Law.** This Agreement must comply with the applicable provisions of the Kansas Cash-Basis Law, K.S.A. 10-1101 *et seq.*, as amended. The City is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for the purposes set forth in this Agreement during the City's current budget year. Notwithstanding any other provision of this Agreement, in the event that the City does not budget and appropriate funds for any renewal term, for any reason in its sole discretion, the parties agree that they shall be relieved of all obligations under this Agreement without penalty. To the extent that the City does budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

**Section 18. Legal Action.** The parties agree that the sole and exclusive venue for any legal actions arising out of this Agreement shall be the District Court of Johnson County, Kansas.

**Section 19. Governing Law.** This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

**Section 20. Phraseology.** In this Agreement, the singular includes the plural, the plural includes the singular and any gender includes the other gender.

**Section 21. Descriptive Headings and Capitalization.** The descriptive headings of the provisions of this Agreement are formulated and used only for convenience and shall not be deemed to affect the meaning and construction of any such provision. Some terms are capitalized throughout the Agreement, but use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**Section 22. Invalidity.** If any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

**Section 23. Waiver.** The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

**Section 24. Merger.** This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations, or warranties between the parties that are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.

**Section 25. Verbal Statements Not Binding.** It is understood and agreed that the written terms and provisions of this Agreement supersede all verbal statements of any and every official or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, this written Agreement.

**Section 26. Amendments.** This Agreement may not be amended unless such amendment is in writing and signed by both parties.



**Section 27. Survivorship.** Notwithstanding the termination of this Agreement, Consultant's obligations with respect to Insurance (Section 8) and Indemnification (Section 9), and any other terms and conditions that by their nature should survive termination, shall survive the termination of this Agreement.

**Section 28. Incorporation of Exhibits and Conflicts.** Exhibit A (the Proposal) are incorporated herein by reference and are a part of this Agreement to the same extent as if fully set forth herein. If there is a conflict or inconsistency in the terms or provisions of this Agreement and the terms and provisions of any incorporated exhibit, the terms and provisions of this Agreement shall prevail.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_

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

**CONTRACTOR: STANTEC CONSULTING SERVICES, INC.**

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

## **EXHIBIT A: Proposal**

# EXHIBIT A



**Stantec Consulting Services Inc.**

1000 Young Street Suite 470, Tonawanda NY 14150-4100

March 2, 2022  
File: 174581068

**Attention: John Sullivan, Director of Public Works**  
City of Westwood  
Department of Public Works  
2545 W. 47<sup>th</sup> Street  
Westwood, KS 66205

Dear Mr. Sullivan

**Reference: City of Westwood 2022 Automated Pavement Condition Assessment**

As per our recent discussions, Stantec Consulting Services Inc. is pleased to provide the following quotation to conduct a pavement condition survey for the City of Westwood, Kansas.

## PROJECT OVERVIEW

The primary goal of this assignment is to assess the pavement condition of City-maintained streets, by means of an automated data collection vehicle.

The project would primarily consist of a pavement condition evaluation using Stantec's RT3000 automated pavement data collection technology on approximately 19 survey miles of City streets covering all 9.5 center-line miles in both directions. The pavement condition data would be collected and subsequently processed and analyzed to determine a Pavement Condition Index (PCI) for all block-to-block road segments within the City. The data would be formatted, as specified by the City, for upload into the City's asset management system.

## PAVEMENT DATA COLLECTION

Stantec's Road Tester 3000 (RT3000) incorporates the latest in mobile laser, GPS, and crack recognition technology. The RT3000 is a fully mobile solution specifically developed to accurately and efficiently collect pavement condition data. Integrated with lasers, inertial GPS, and high-definition digital imagery, the RT3000 can simultaneously collect pavement profile, rutting, surface distress, roadway geometrics, pavement and ROW imagery, and infrastructure assets.



*Design with community in mind*

Reference: City of Westwood 2022 Automated Pavement Condition Assessment

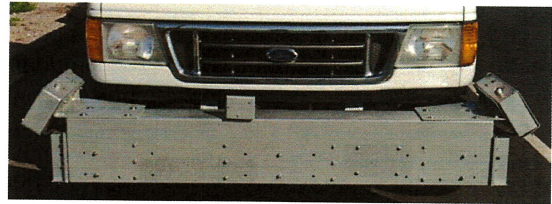
## Roughness and Rutting

The RT3000 incorporates an ASTM E950 certified Class I profiler configured to capture longitudinal profile measurements and International Roughness Index (IRI) determinations in both wheel paths.

The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and can be summarized at specified intervals. The IRI data is expressed in terms of a **Ride Comfort Index (RCI)**, whereby the IRI data is correlated against people's perception of ride quality on a 0 to 100 score.

The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

1. **Laser height sensors** that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speed or less.
2. **Accelerometers** that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.



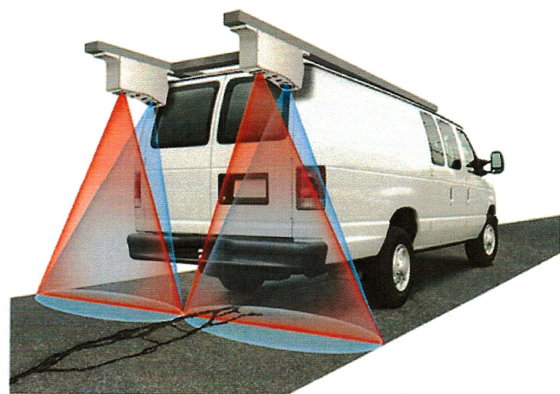
The RT3000 measures transverse profile and rut depths, using high precision, laser-based, height-measuring sensors. The lasers on either end of the rut bar are angled to provide the complete transverse profile across the traveled lane, without the need for extension pods. Extension pods can pose a hazard to other drivers, cyclists, and pedestrians.

## Laser Crack Measuring System (LCMS)

Stantec's RT3000 is purpose built to collect all physical pavement surface defects, utilizing our Laser Crack Measuring Systems and downward imaging technology. /

Stantec's LCMS uses laser line projectors, high speed cameras and advanced optics to acquire high resolution 3D profiles of the road. This unique 3D vision technology allows for automatic pavement condition assessment of asphalt, porous asphalt, chip seal and concrete surfaces.

The LCMS acquires both 3D and 2D image data of the road surface with 1mm resolution over a 13ft lane width at survey speeds up to 60 mph.



## Distress Rating Protocols

Pavement condition is generally evaluated based on the type and amount of pavement defects or distresses. For this project, pavement distresses will be rated in general accordance with the ASTM D6433

**Reference: City of Westwood 2022 Automated Pavement Condition Assessment**

Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys, which includes the following distresses. However, distress rating criteria may be customized to fit any specific criteria.

Flexible Pavements	Rigid Pavements
<ul style="list-style-type: none"><li>• Alligator Cracking</li><li>• Bleeding</li><li>• Block Cracking</li><li>• Bumps and Sags</li><li>• Corrugation</li><li>• Depression</li><li>• Edge Cracking</li><li>• Jt. Reflection Cracking</li><li>• Lane/Shoulder Drop Off</li><li>• Long and Trans Cracking</li><li>• Patching</li><li>• Polished Aggregate</li><li>• Potholes</li><li>• Rutting</li><li>• Shoving</li><li>• Slippage Cracking</li><li>• Swell</li><li>• Weathering/Raveling</li></ul>	<ul style="list-style-type: none"><li>• Blow Up/ Buckling</li><li>• Corner Break</li><li>• Divided Slab</li><li>• Durability Crack</li><li>• Faulting</li><li>• Joint Seal</li><li>• Lane/Shoulder Drop Off</li><li>• Linear Cracking</li><li>• Patching (Large)</li><li>• Patching (Small)</li><li>• Polished Aggregate</li><li>• Popouts</li><li>• Pumping</li><li>• Scaling</li><li>• Shrinkage Crack</li><li>• Spalling Corner</li><li>• Spalling Joint</li></ul>

Each defect or distress is measured on the basis of two components: severity and extent. **Severity** is defined as **'How bad is the defect?'** in terms of the width or degree of wear associated with the condition. An example of a severity measurement includes the width of a crack.

The second component evaluates the **extent** or **'How much is there?'** in terms of the quantity of the surface the defect covers. Examples of measures used for extent would include the number or length of transverse cracks, length of longitudinal cracking, or the pavement area affected by alligator cracking.

The surface distress data will be processed and aggregated to provide a **Pavement Condition Index (PCI)** for each roadway section included in the survey.



Reference: City of Westwood 2022 Automated Pavement Condition Assessment

## Digital Images

High-resolution digital images will be collected during the pavement condition survey which are used for distress rating QA/QC as well as value added deliverables to the City.

Stantec's RT3000 collects the digital imagery using a **360° camera** configuration with six (6) high-resolution cameras to collect continuous geo-referenced digital images at a predefined interval (time or distance based) and stores the images in real time. With a combination of high-resolution cameras, real-time differential GPS, and a Position Orientation System for Land Vehicles (POS/LV) inertial referencing system, we are able to collect quality Right of Way (ROW) images with accurate spatial reference.



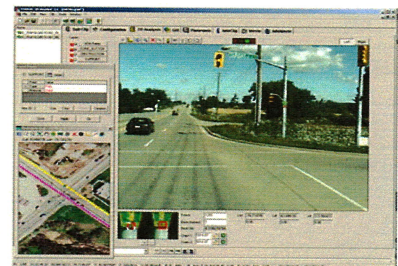
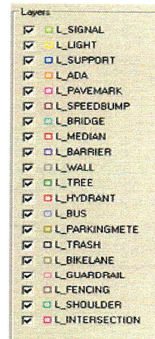
The geo-referenced ROW images will be collected during the pavement roughness and distress survey and a GIS layer will be created with the location (Latitude, Longitude, Elevation) and path to each collected ROW image. The resulting image database contains industry standard JPEGs with geo-referenced information. The images will be delivered on a USB external hard drive. The images are owned by the City and there will be no future costs to view the images.

By combining the digital imagery and GPS coordinate data collected from the RT3000, a comprehensive inventory of infrastructure assets can be achieved.

## Asset Inventory (Optional)

The digital video images and GPS coordinate data collected from the RT3000 can be used to generate a comprehensive inventory of assets within the right-of-way (ROW) should the City see the need for this in the future. Typical assets include but are not limited to:

- Signs and Supports
- Drainage Features
- Sidewalks and Ramps
- Street Lights
- Signals
- Fire Hydrants
- Guide Rails
- Pavement Markings and Striping
- Curb and Gutter



The collected imagery is geo-referenced with the GPS data allowing for accurate locations of assets within the ROW. Positional accuracy of the systems employed is rated at +/- 1 m, thus, providing an excellent mapping grade solution to inventory infrastructure assets in a cost-effective manner.

By means of the Trimble Imaging Hub asset extraction workstation system, technicians are able to geo-locate and attribute any asset visible in the imagery. The Imaging Hub allows virtually any type of feature to be defined for collection of location, attribute, and condition data. Once an attribute/asset is observed in the imagery, the operator toggles to the individual record input screen, and proceeds to input the appropriate attribute and associated information. "Pick lists" are employed to streamline the data entry function and provide consistent data throughout the inventory.

Design with community in mind

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**Reference: City of Westwood 2022 Automated Pavement Condition Assessment**

Each asset is defined either as:

- 3D Points – ramps, signs, supports, hydrants, manholes;
- 3D Polylines – linear feature that are contained in a single series of images such as striping;
- 3D Extended Polylines – linear features that extend across multiple images such as guide rails, curb & gutter, sidewalks, and so forth.

The location (x, y coordinates) and attribute data for each asset is extracted from the image and stored as a GIS layer and associated geo-database. Digital images of each asset can also be extracted and provided as part of the data deliverable. Please note this feature inventory is an optional item not currently included in the scope of work.

### **Sidewalks and Ramps**

For the City of Westwood, the Trident Imaging Hub would be configured to inventory Sidewalk and Ramp assets. The deliverable will be a database which provides for a location of each sidewalk segment and ramp, as well as various attributes, including sidewalk type, material, approximate width and a Good/Fair/Poor condition assessment.

### **Curb and Gutter**

For the City of Westwood, the Trident Imaging Hub will be configured to inventory Curb & Gutter assets using the high-definition Right-of Way imagery. The deliverable will be a database which provides a location of each curb segment as well as various attributes, including curb and gutter type, material and Good/Fair/Poor condition assessment.

## **Maintenance and Rehabilitation (M&R) Needs Analysis**

Stantec proposes the use of our RoadMatrix™ Pavement Management System (PMS) software, to analyze the road condition data for this project. A single RoadMatrix™ PMS database will be created to store the City's section definitions and condition data. The database will be hosted/stored on Stantec's network server.

Stantec will work with the City to review and recommend the M&R policies and setup the most cost-effective strategy. Based on this policy, we will perform multi-year work planning based on different budget scenarios (constrained and unconstrained budget) using RoadMatrix™. Based on the budget configuration, work plans will be generated for the specified multiyear plan cycle. Tabular and map reports will be generated based on the proposed repair plan.

The M&R Plan utilizes basic inventory data combined with inspection information, maintenance policies, maintenance costs, and predictions about future pavement condition. All factors used in determining the M&R or construction activity to apply or the costs to use will be configured to reflect your pavement management practices and costs. A future M&R update will be developed, including prioritized pavements with their needs over a multi-year span.



Reference: City of Westwood 2022 Automated Pavement Condition Assessment

## PROJECT DELIVERABLES

The following deliverables would be provided to the City:

- Street/Section listing with PCI and RCI determinations for each roads segment surveyed in 2022,
- List of streets not tested with explanation,
- Formatted data for upload,
- Executive Summary Report of findings,
- Right-of-Way Images; and
- Maintenance & Rehabilitation Recommendations

## SCHEDULE

The following timelines are anticipated for this assignment.

- Project Initiation and Survey Setup ..... March/ April 2022
- Mobilization and RT3000 Survey..... March/ April 2022
- Data Processing and QA/QC..... May/ June 2022
- PCI Determinations and Formatting & Executive Summary Report..... June 2022
- Final Data & Report Delivery ..... June 30, 2022

As we are all aware, we are working in unprecedented times as a result of the COVID-19 pandemic. The situation is fluid. Our proposal is based on our understanding of performing these services in normal conditions. As the nature and extent of the impacts due to this outbreak cannot be fully identified or quantified at this time, we feel it would be prudent to submit this proposal based on normal conditions, without accounting for impacts due this outbreak, and to discuss with you once we are able to evaluate the impacts and to work collaboratively with you on a path forward. We would be pleased to have a further discussion with you to share our respective plans and efforts to help mitigate the impact of this evolving situation on your proposed project.

## FEE SCHEDULE

The following fee schedule is based on the project scope stated herein, and the anticipated timeline noted above. All fees are exclusive of any applicable taxes.

Task #	Task Description	Task Fee
1	Project Initiation and Survey Setup	\$750.00
2	Mobilization and Calibration of RT3000	\$175.00
3	RT3000 Pavement Condition Survey (19 lane miles)	\$2,090.00
4	Data Processing, QA/QC & PCI Calculations	\$1,425.00
5	Executive Summary Report	\$1,500.00
6	Sidewalk & Ramp Inventory	\$1,026.00
7	Right Of Way Image Processing and Delivery	\$475.00
8	Curb & Gutter Inventory	\$1,140.00
9	PMS Analysis and M&R Recommendations	\$5,000.00
Project Lump Sum Total		\$13,581.00

**Note:** Project will be invoiced monthly on a percent complete basis

Design with community in mind

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Reference: City of Westwood 2022 Automated Pavement Condition Assessment

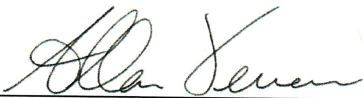
## TERMS AND CONDITIONS

No work will begin until a mutually acceptable Contract has been executed with the City. Any City-supplied Contract, Services Agreement or Purchase Order Terms will require Stantec's review and approval by Risk Management, prior to execution. This quotation will remain valid for 90 days.

We trust the provided services as outlined above will meet with your expectations. We look forward to working with the City of Westwood.

Regards,

**Stantec Consulting Services Inc.**



**Allan Venema** P.Eng.  
Principal  
Infrastructure Management  
& Pavement Engineering  
Phone: (416) 799-7847  
allan.venema@stantec.com

~~Attachment: Professional Services Terms and Conditions~~

~~By signing this proposal, \_\_\_\_\_  
City of Westwood  
authorizes Stantec to proceed  
with the services herein described and the Client acknowledges that it has read and agrees to be bound by  
the attached Professional Services Terms and Conditions.~~

~~This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year~~

~~Per: \_\_\_\_\_  
City of Westwood~~

~~\_\_\_\_\_  
Print Name & Title~~

~~\_\_\_\_\_  
Signature~~

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**BUSINESS PRACTICES:** Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**