



**CITY OF WESTWOOD  
City Council Meeting  
4700 Rainbow Blvd.  
Westwood, Kansas 66205**

**October 14, 2021 – 6:00 PM**

Note: 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

**Agenda**

- I. Call to Order – Mayor David E. Waters
- II. Executive Session
  - A. Consider motion to recess into an executive session for consultation with the City Attorney which would be deemed privileged in the attorney-client relationship.
- III. Public Comment

Attendees will be able to make a verbal statement during the Zoom meeting by using the “raise hand” Zoom function. Comments must be limited to five (5) minutes.
- IV. Presentations/Proclamations
  - A. [Reimagine 47th Place Presentation](#)
- V. Approval of Meeting Minutes
  - A. [Consider September 9, 2021 City Council Land Use Planning Worksession Minutes](#)
  - B. [Consider September 9, 2021 City Council Meeting Minutes](#)
  - C. [Consider October 3, 2021 City Council Retreat Meeting Minutes](#)
- VI. City Treasurer’s Report
  - A. [Review September 2021 Treasurer’s Report](#)
  - B. [Consider Appropriations Ordinance No. 731](#)

VII. City Attorney Report – City Attorney Ryan Denk

- A. [Consider Letter to DIRECTV, LLC Notifying it to Pay Video Service Provider Fee](#)

VIII. [Administrative Report – City Clerk Leslie Herring](#)

- A. [Consider Executing a Value Lease Agreement with GFI Digital for a Renewed 60-month Copier Lease](#)
- B. [Consider Resolution No. 99-2021 Authorizing Execution of the Bylaws of Midwest Public Risk of Missouri and Appointing the City Clerk as Member Representative for Certain Employee Insurance Benefits](#)

IX. [Police/Court Report – Chief Curtis Mansell](#)

X. [Public Works Report – Public Works Director John Sullivan](#)

XI. Committee Reports

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

XII. Adjournment

# REIMAGINE

## 47TH PLACE

### *COMPLETE STREETS PLAN*

14 OCTOBER 2021

YARD & COMPANY

# PROJECT PURPOSE + OVERVIEW

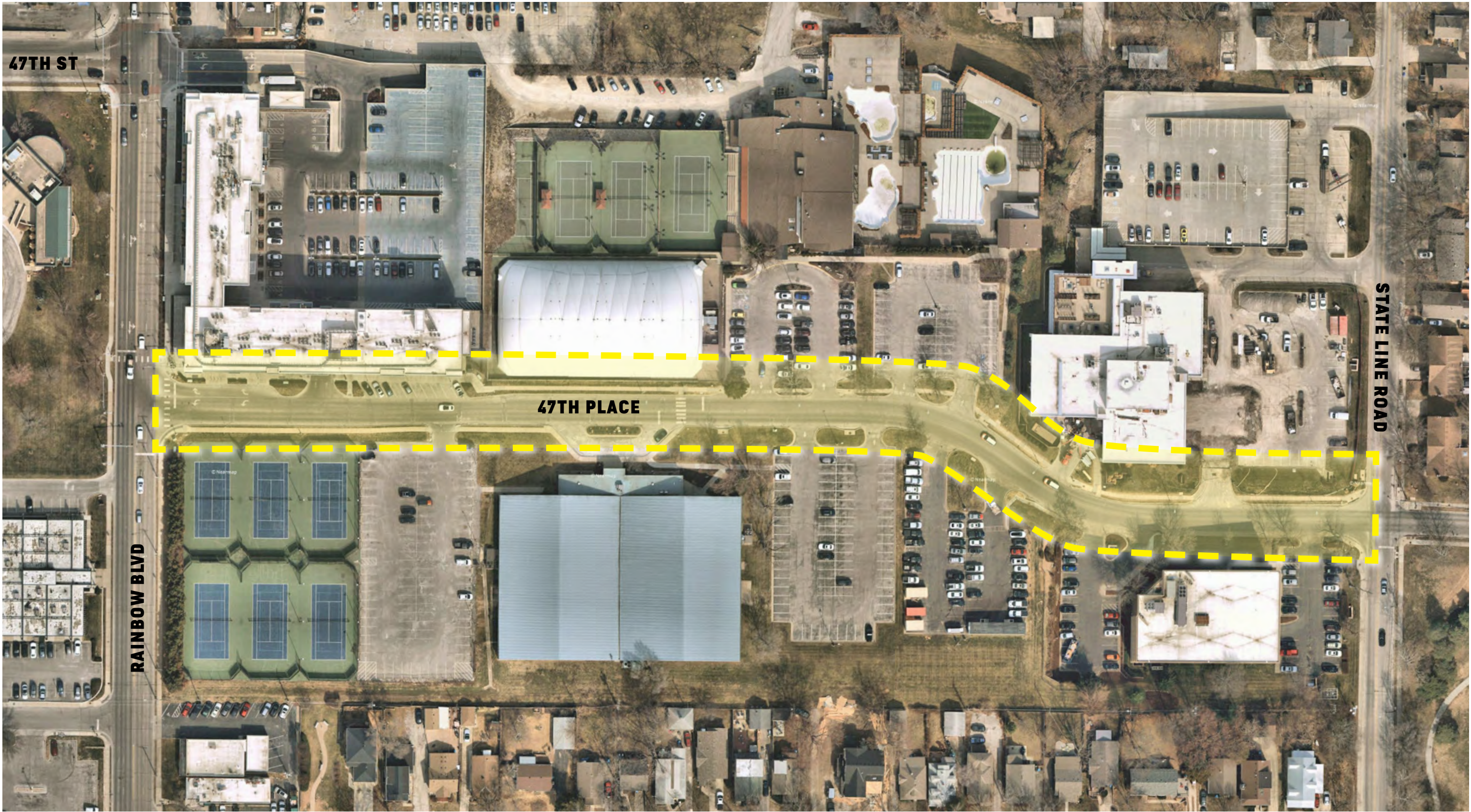


# PROJECT GOALS

- » Evaluate who is using the street and how it is being used
- » Consider future land uses and how that will impact the street
- » Extend complete street concepts to State Line Rd.
- » Test concepts with stakeholders in a way that meaningfully engages the community and informs the final report

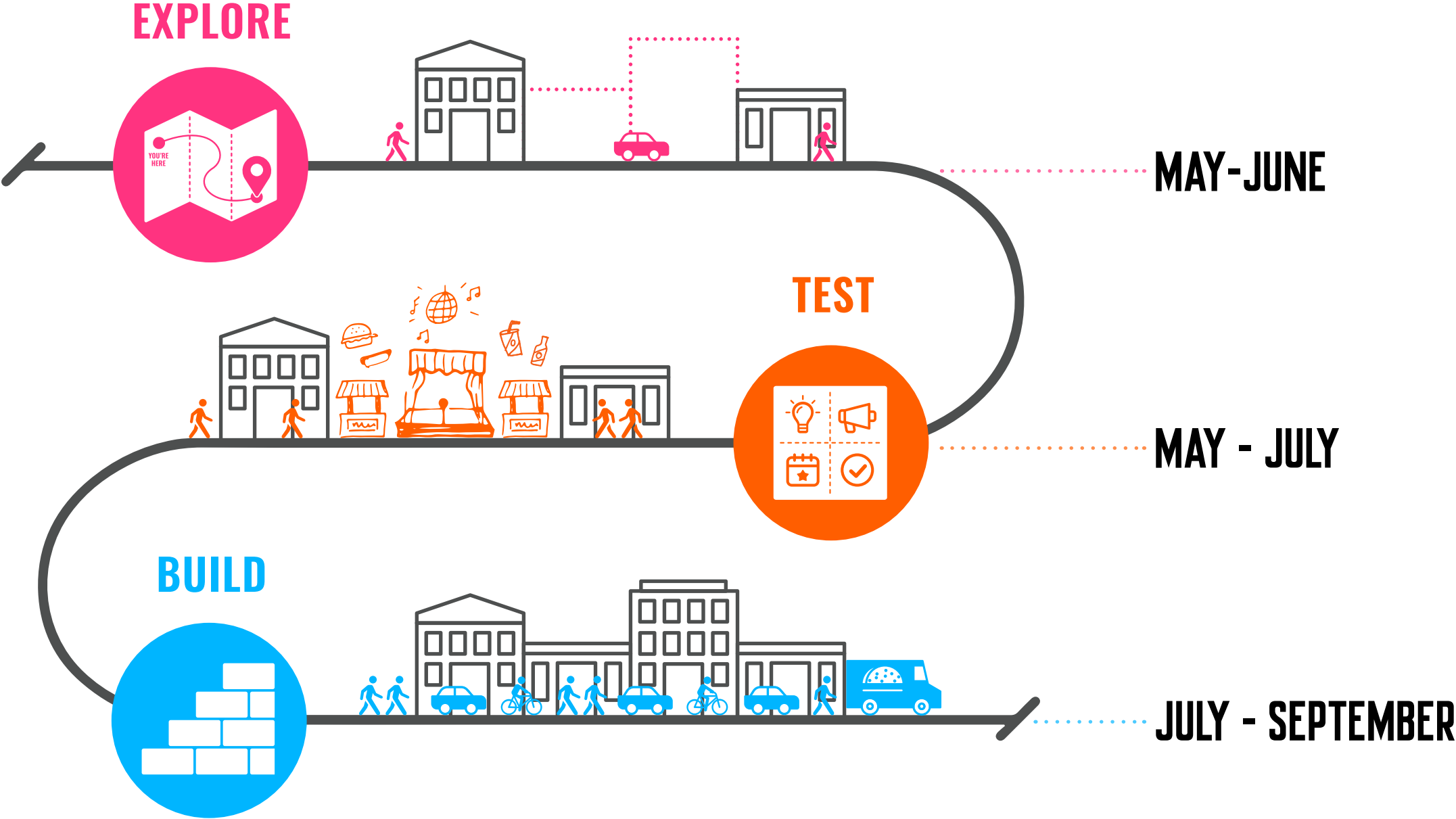


# THE STUDY AREA





# WHERE WE'VE BEEN



# ADVISORY COMMITTEE

The roles of the Project Advisory Committee were as follows:

- » Provide relevant information to the planning team
- » Assist the planning team in connecting the process to residents and stakeholders
- » Inspire, enable and co-lead engagement efforts
- » Review and provide input, insights and recommendations
- » Champion the process

## Members

- » Leslie Herring, City of Westwood
- » John Sullivan, City of Westwood
- » Blair Tanner, Property Owner - Woodside Club + Woodside Village
- » Jason Hannaman, Westwood City Council
- » Scott Weaver, Westwood Planning Commission
- » Skip Rosenstock, Midwest Transplant Network

# PLANNING TEAM

- » YARD & Company
- » BikeWalkKC
- » Trekk Design Group

# YARD & COMPANY



# PROJECT BRAND

- » It is critical for project brands to be eye catching and consistent, but it is equally important that their cache last long after the planning process ends; becoming meaningfully connected to a movement around implementation and positive change.

**STREET  
CLOSED**

**TEMPORARILY!**

**REIMAGINE  
47TH PLACE**

*POP-UP DEMONSTRATION*

**WESTWOOD**

**REIMAGINE  
47TH PLACE**

WESTWOOD, KS

**STREET  
FESTIVAL**

FOOD MUSIC DRINKS SHOPPING GAMES

4PM-7PM

Sept. 22

**REIMAGINE  
47TH PLACE**

***THEMES + PRINCIPLES***

## Stakeholder Interviews

- » Blair Tanner, Woodside Club, 6/3/21
- » Erin Stryka, Rosedale Development Association, 6/4/21
- » 47th St. Engagement Session & Complete Streets Taskforce, 6/9/21
- » Jim Boyd, Midwest Transplant Network, 6/17/21
- » JoAnn Nunnink, 1901 47th Place, 6/17/21

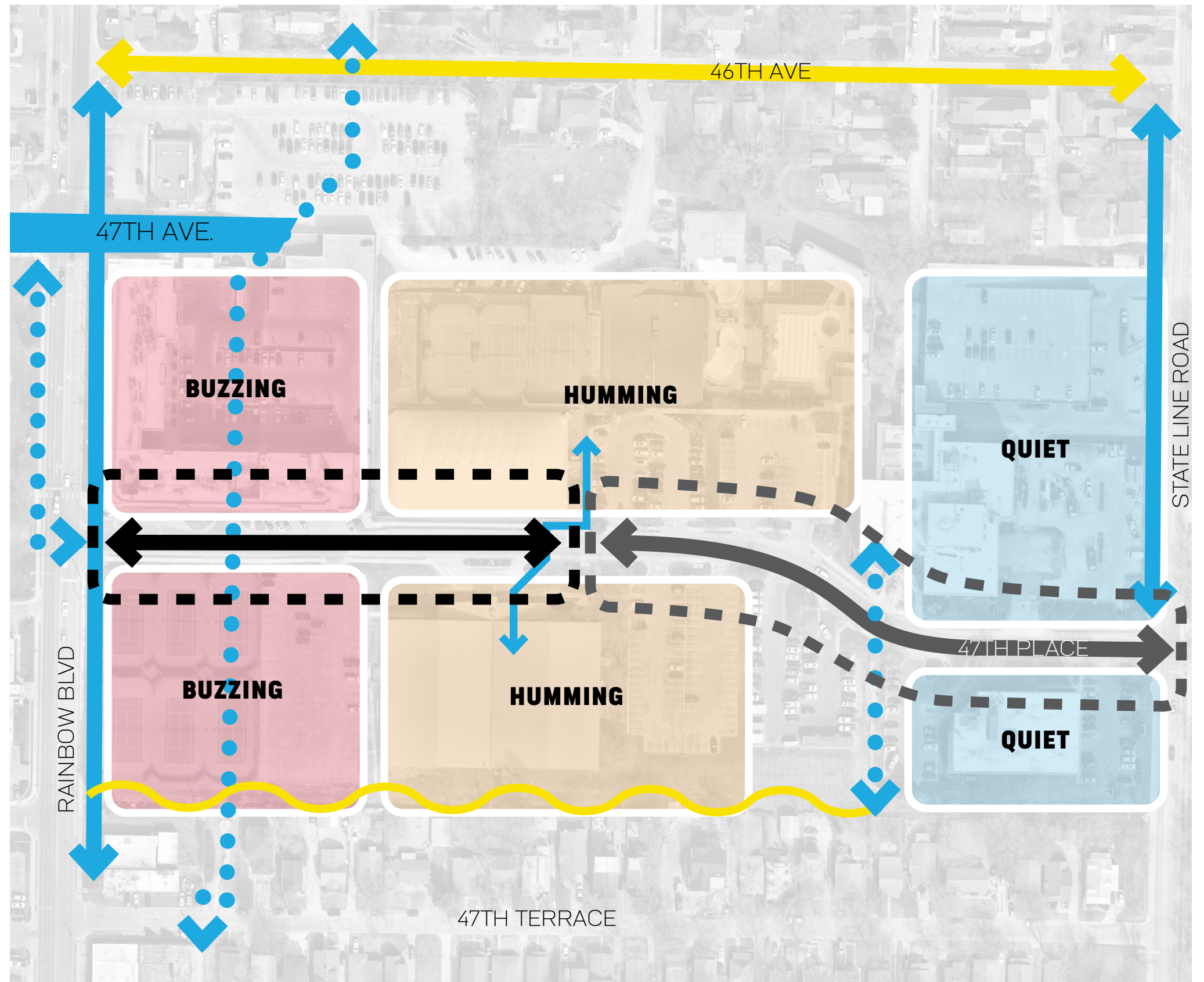
## Common Themes

- » Focus area is both a “to place” (destination) and a “through place”
- » There is virtually no shared parking and no business association
- » Retail addresses face the parking court
- » Office employees rarely walk up to retail district



# THEMES + PRINCIPLES

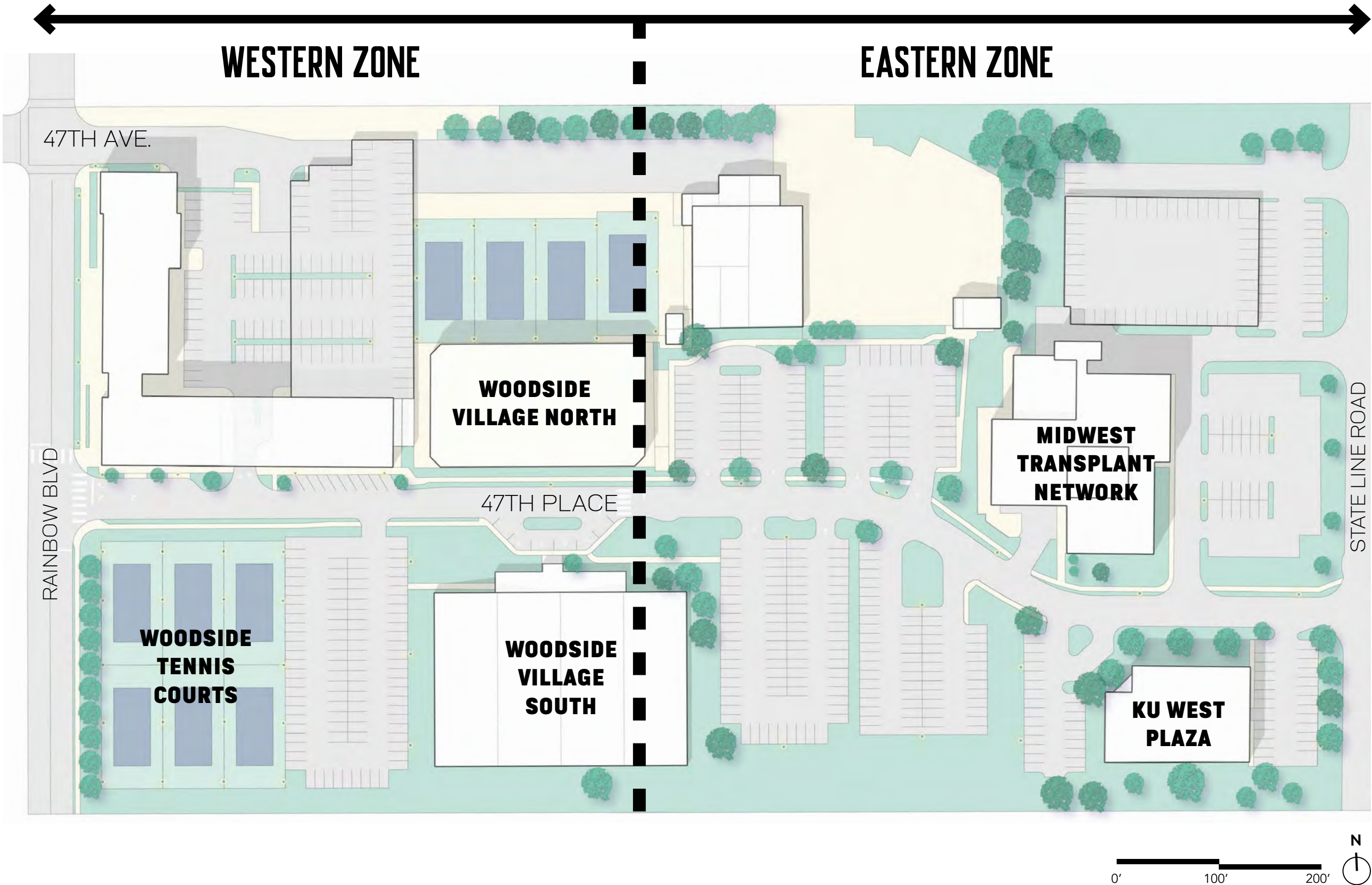
1. 47th place has **two zones**
2. Connect **to the district**, not through it
3. Pair infrastructure with desired **personality of place**
4. **Slow traffic**
5. **Reduce stress** for most tentative users
6. Create **interlinked parallel connections**



***DESIGN OPTIONS***



# EXISTING CONDITIONS - TWO ZONES

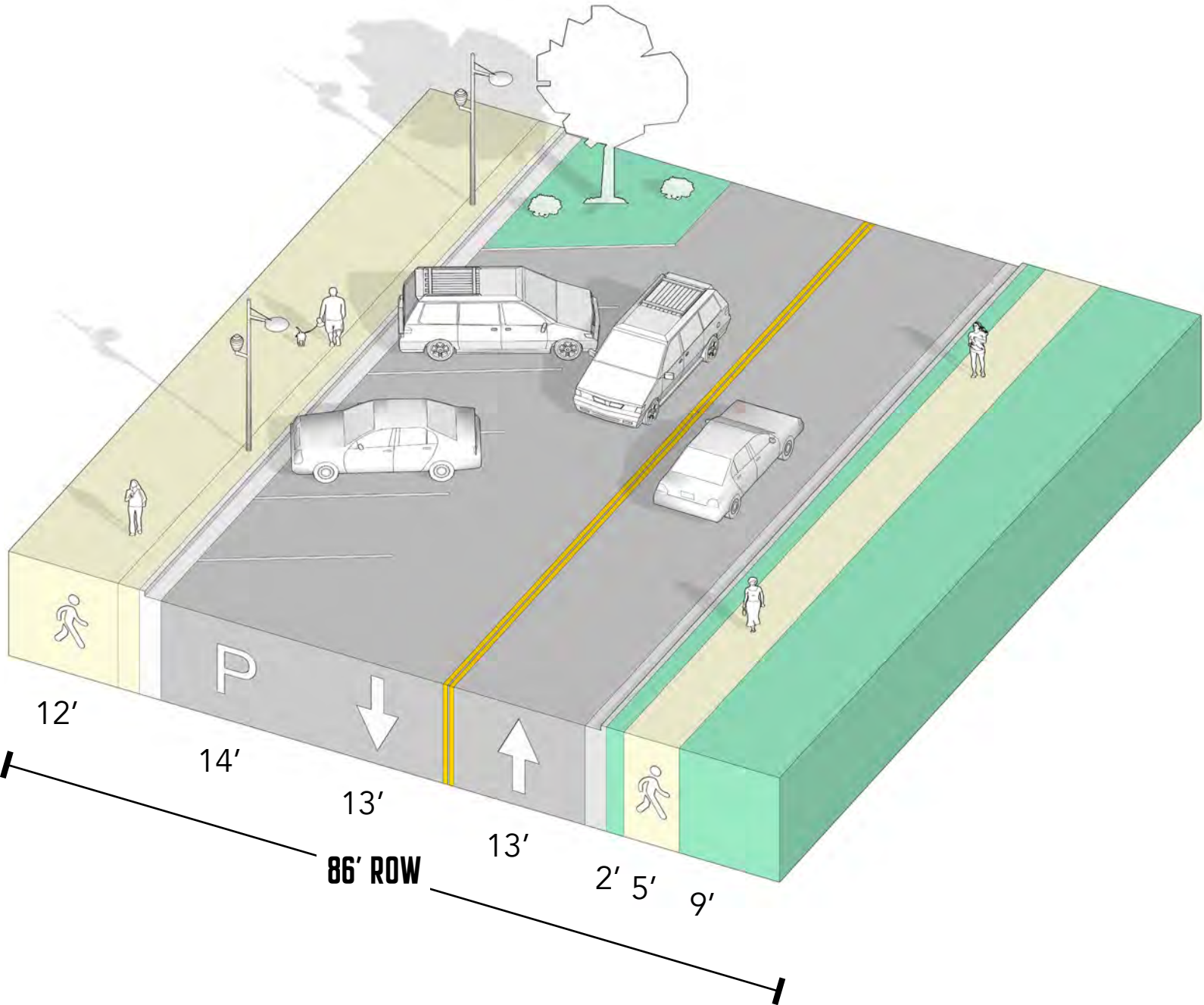


On-street parking:  
16 spaces

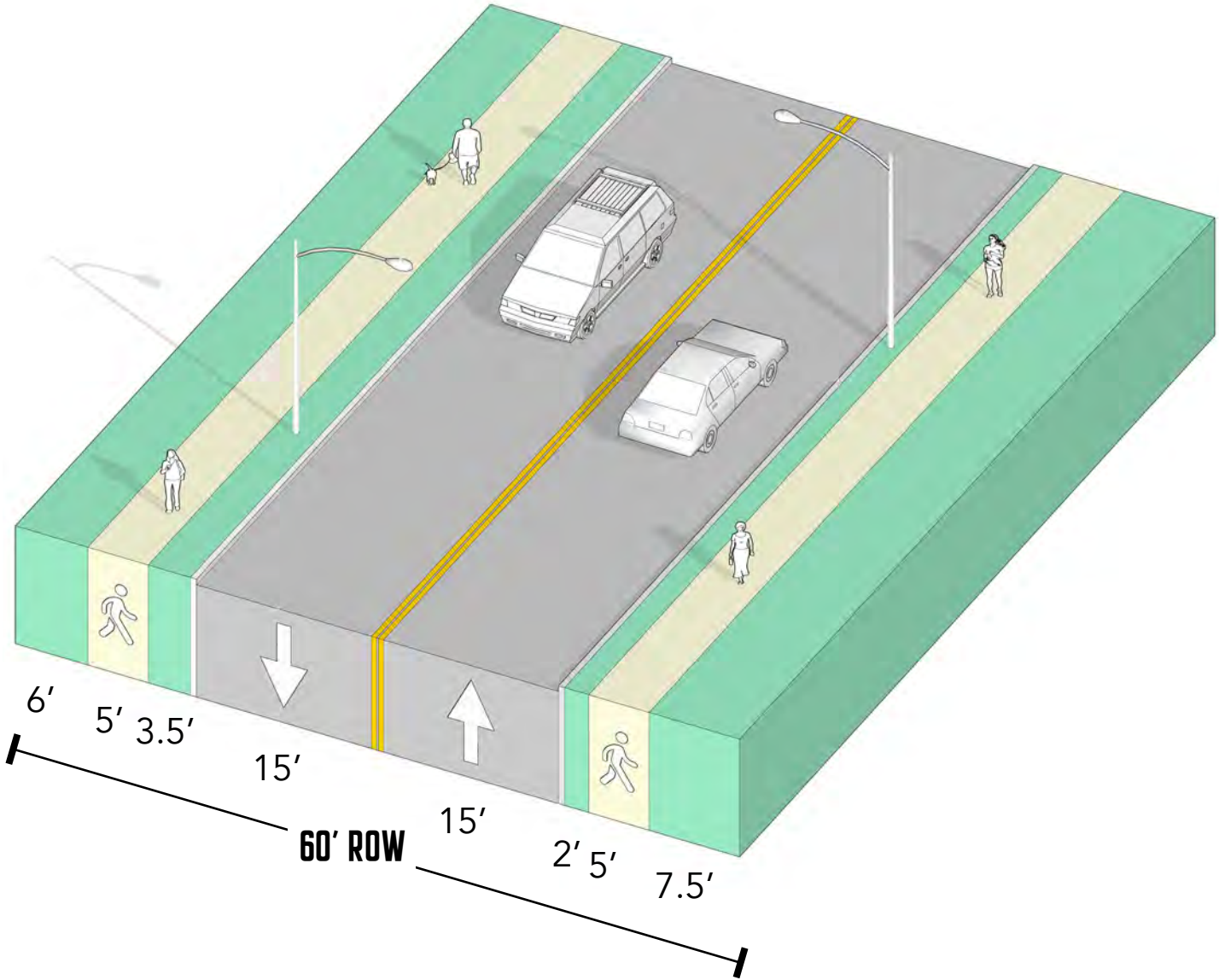


# EXISTING SECTIONS

47TH PLACE - WEST

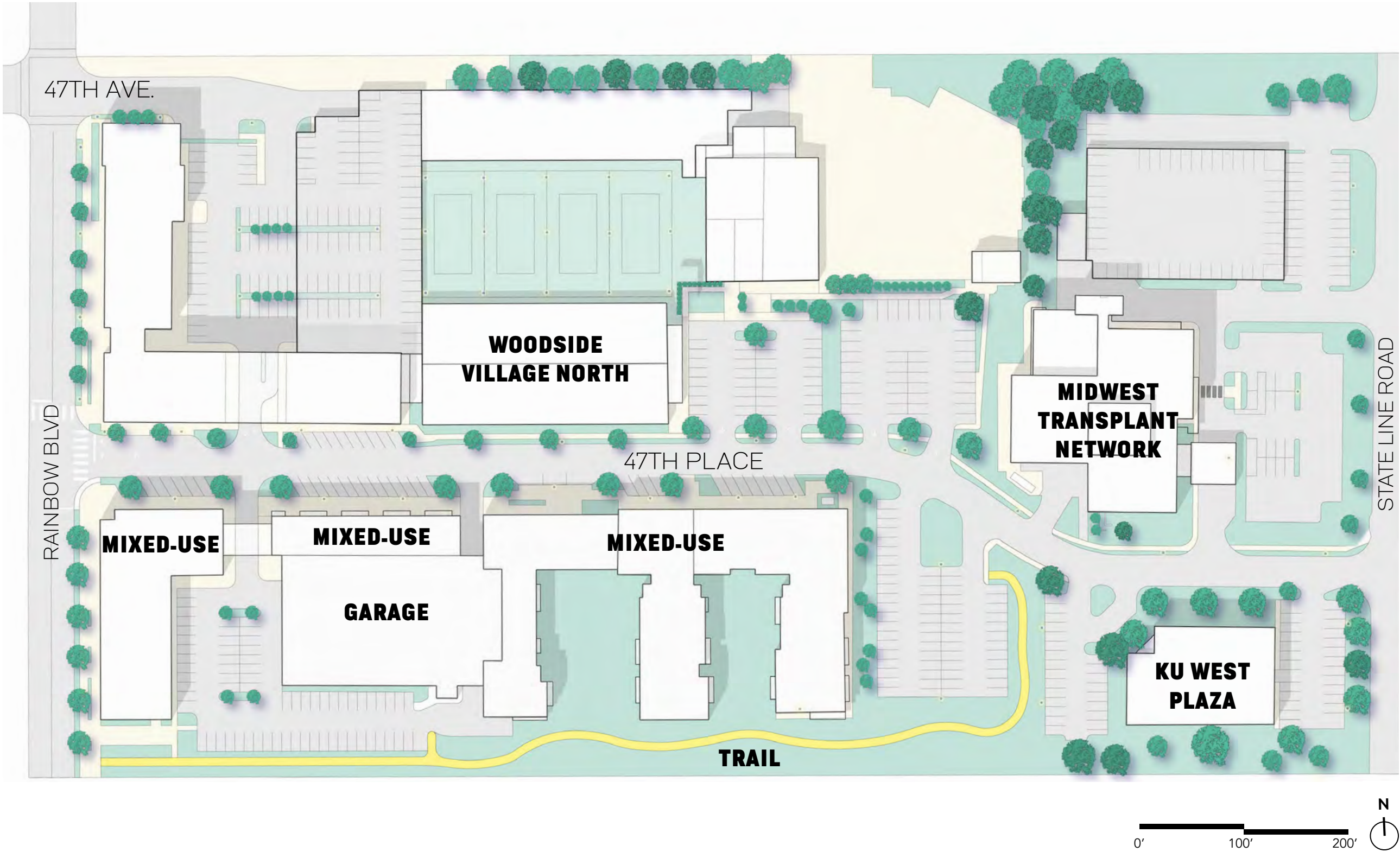


47TH PLACE - EAST



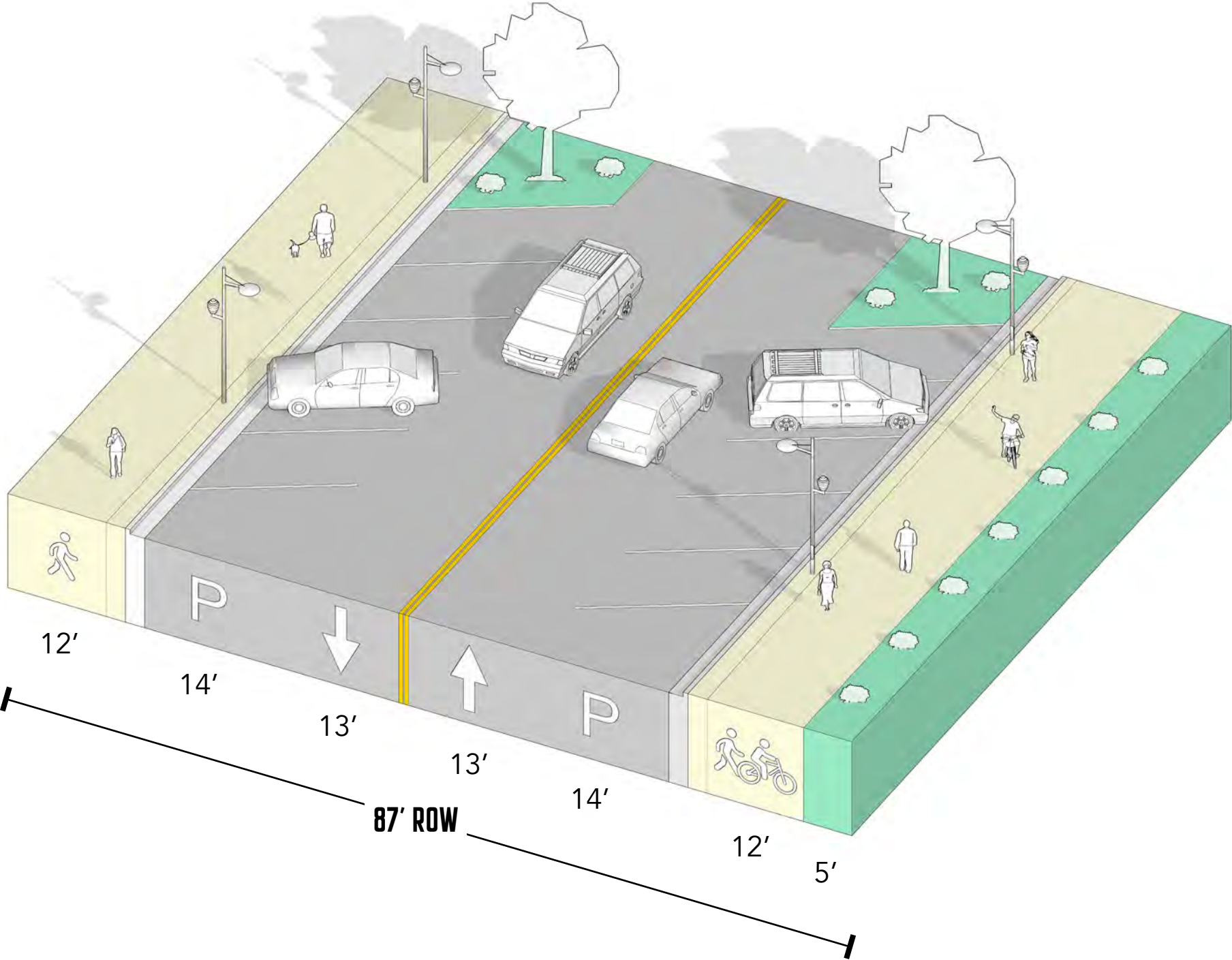


# PROPOSED WOODSIDE VILLAGE SOUTH PLAN



Proposed on-street parking:  
43 spaces

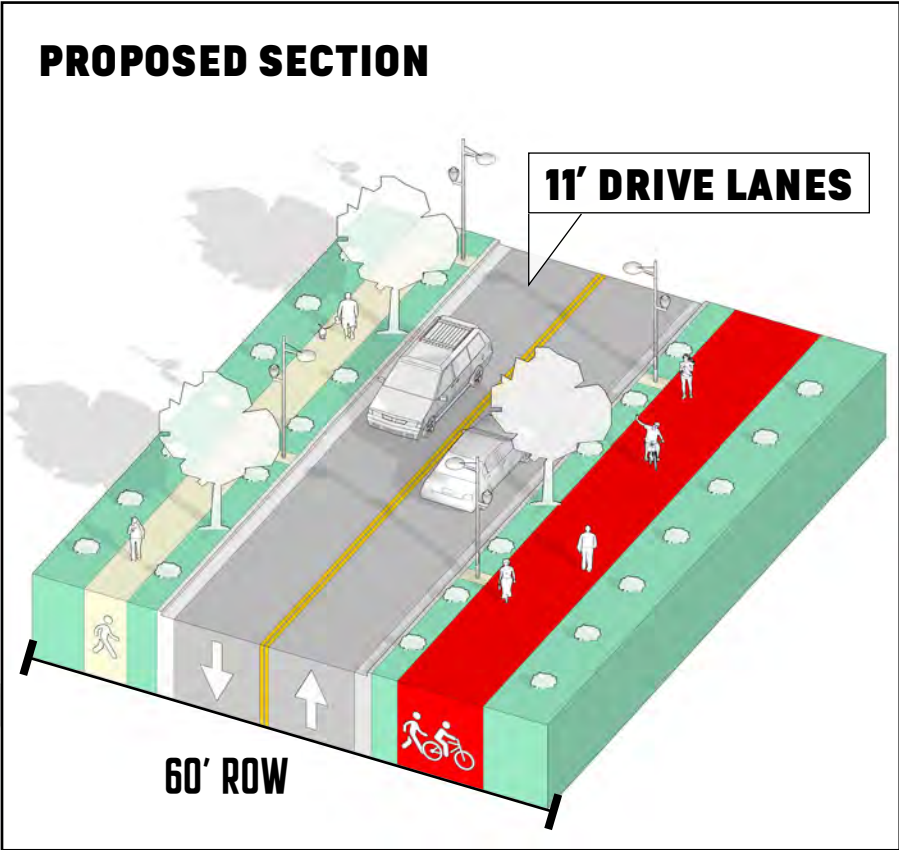
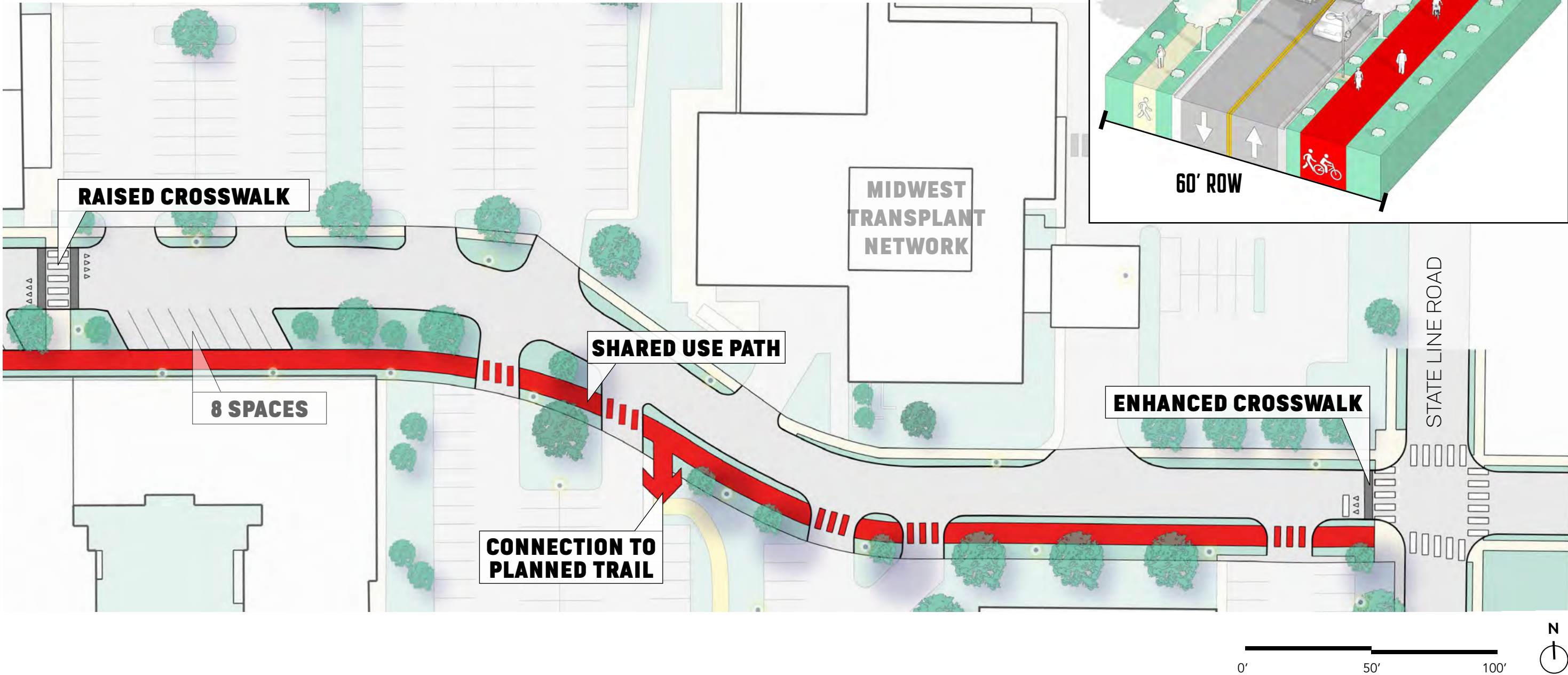
# PROPOSED WOODSIDE VILLAGE SOUTH PLAN





# PROPOSED EASTERN ZONE

PROPOSED PLAN

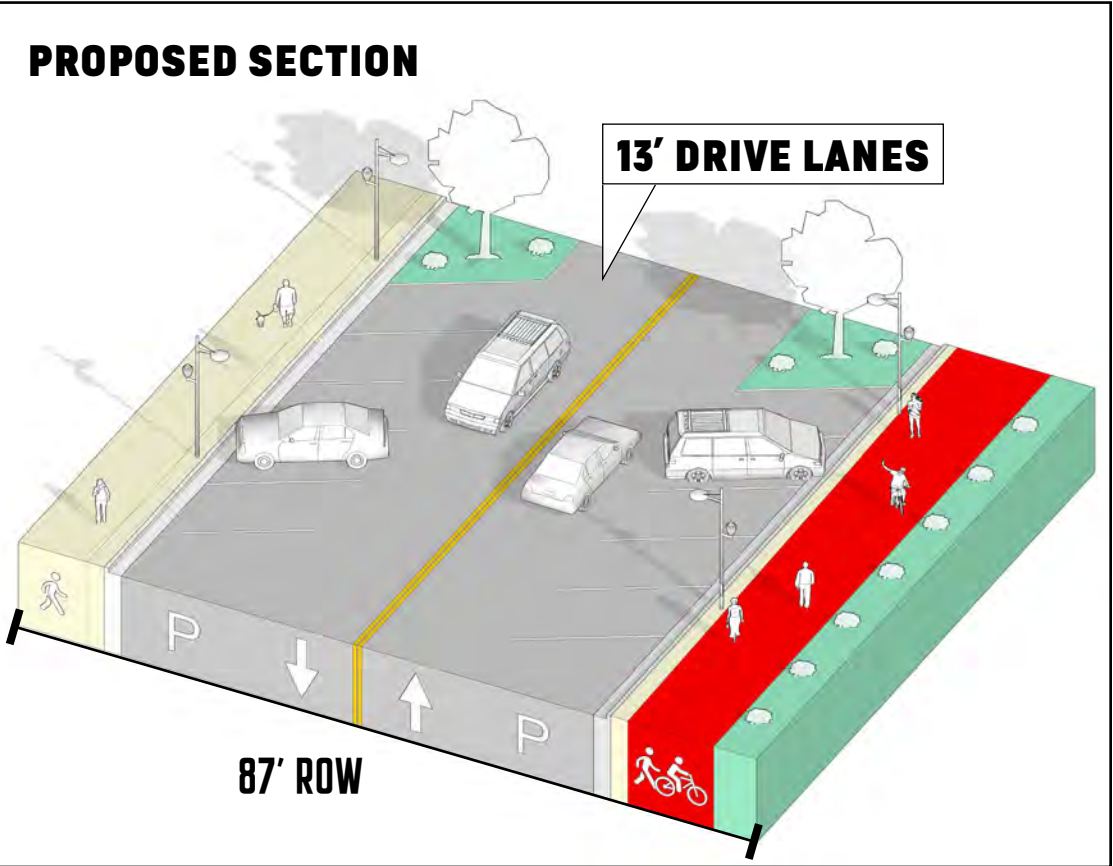
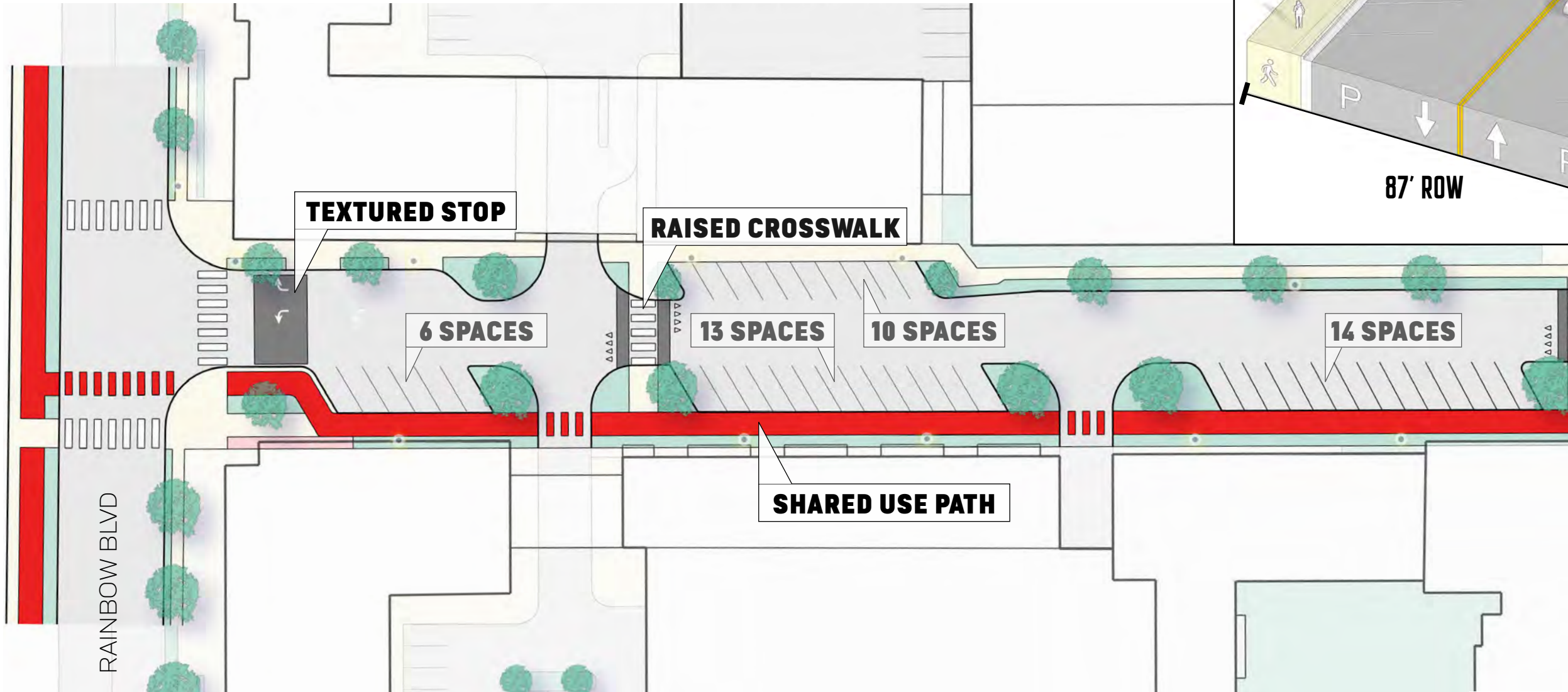




# WESTERN ZONE OPTION 1

## SHARED USE PATH

PROPOSED PLAN

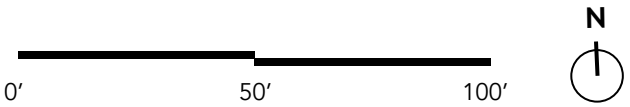
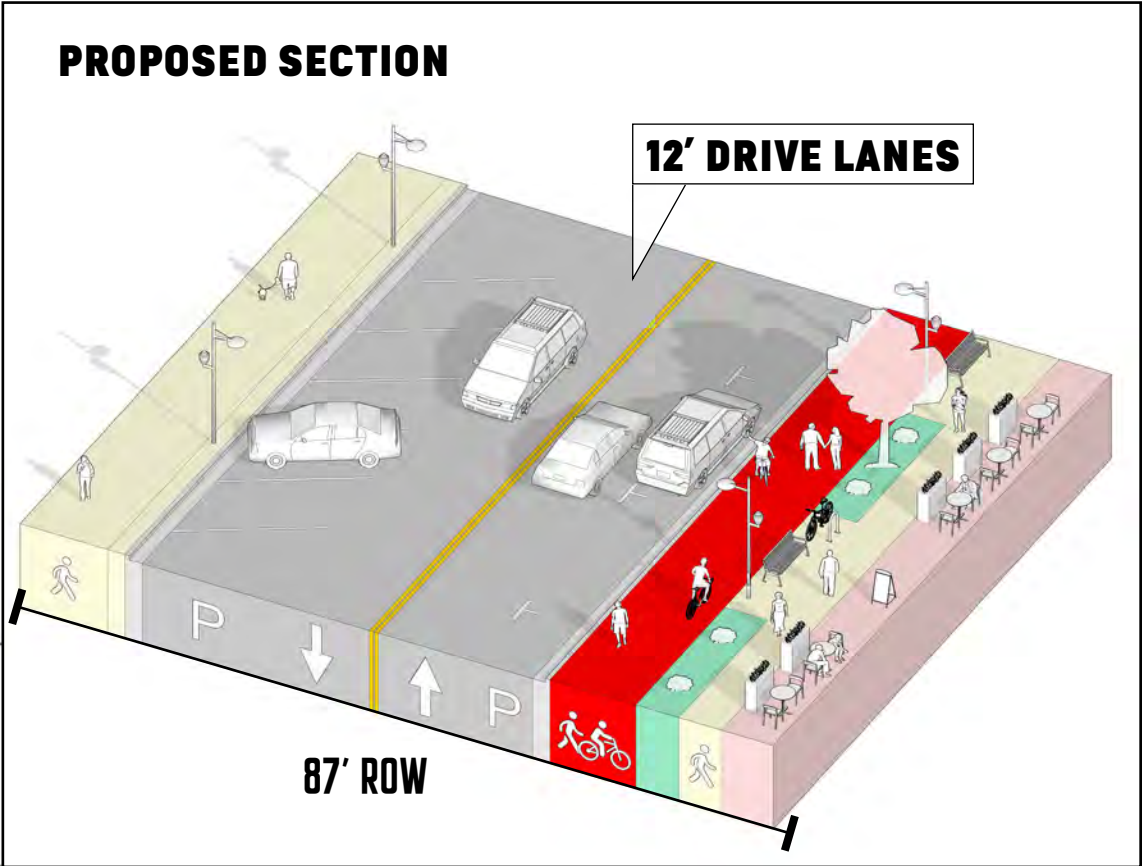
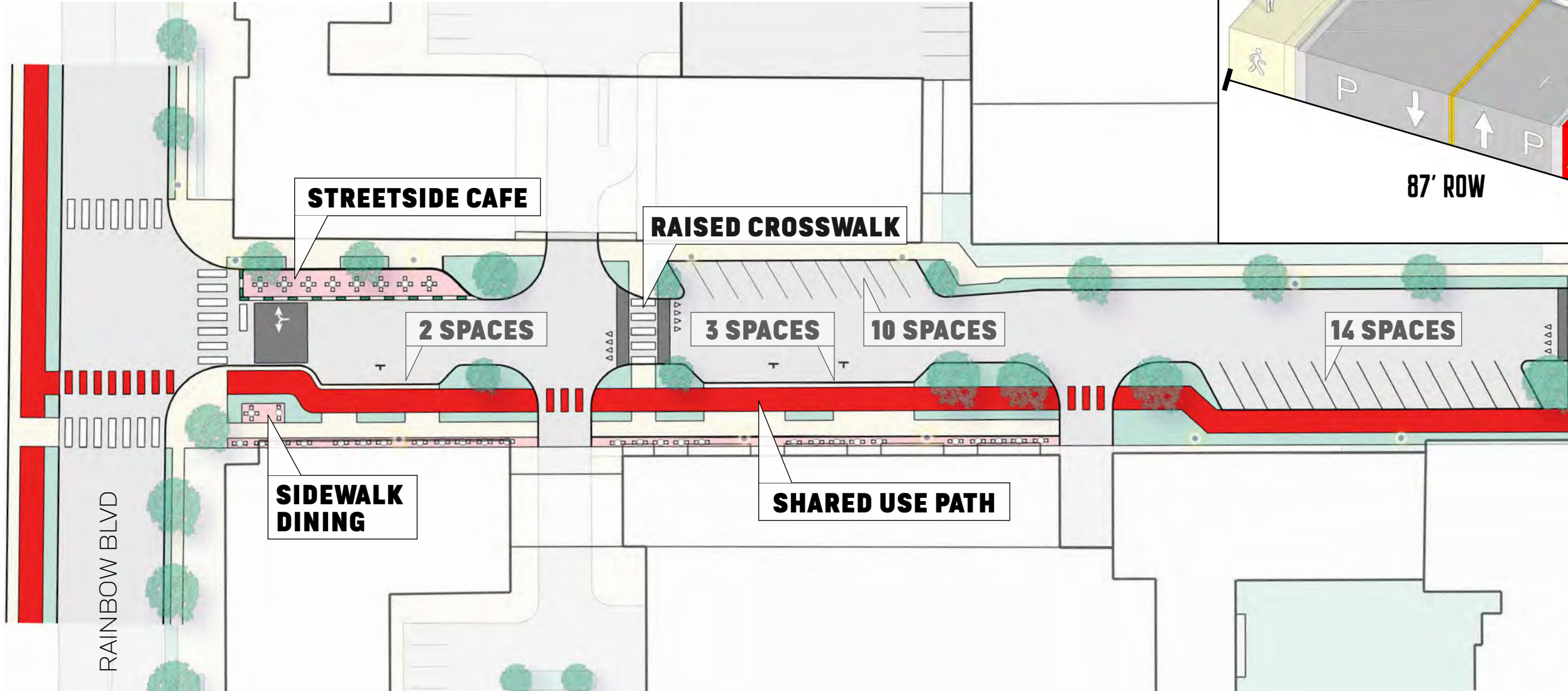




# WESTERN ZONE OPTION 2

## SHARED USE PATH + STREET DINING

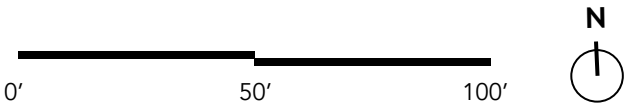
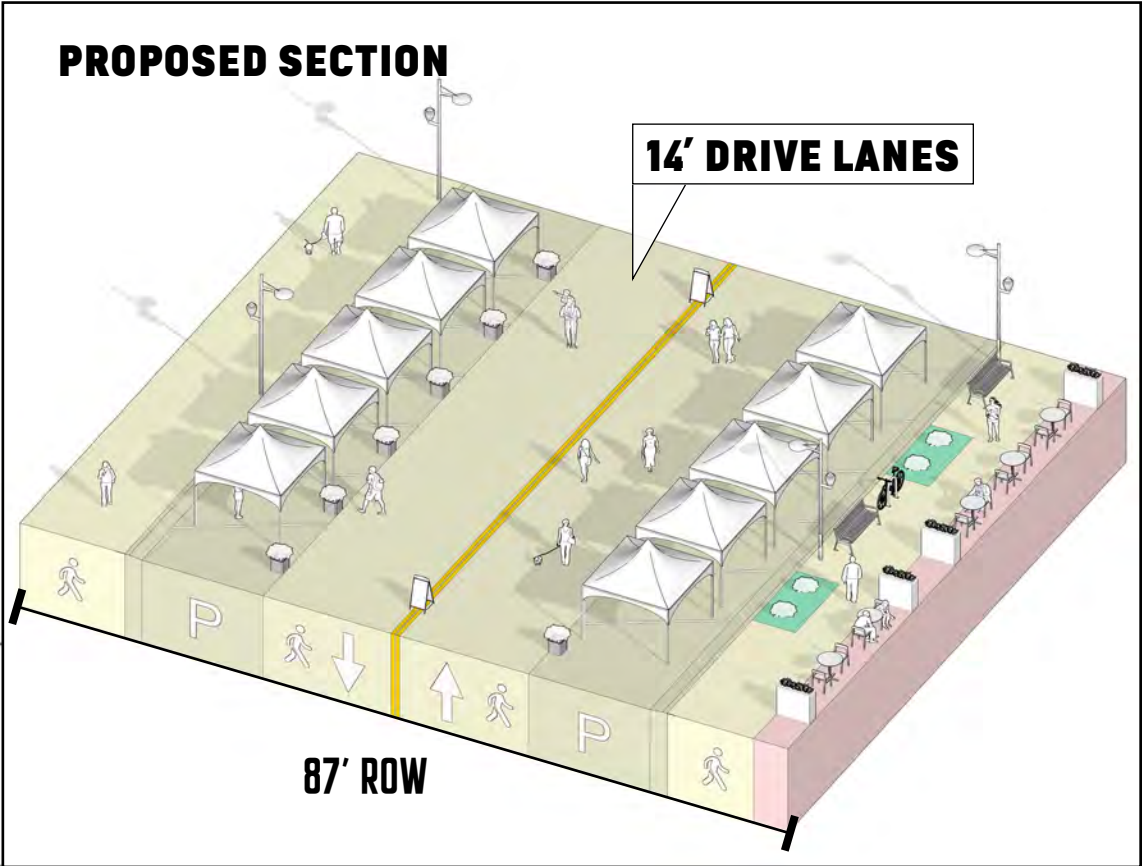
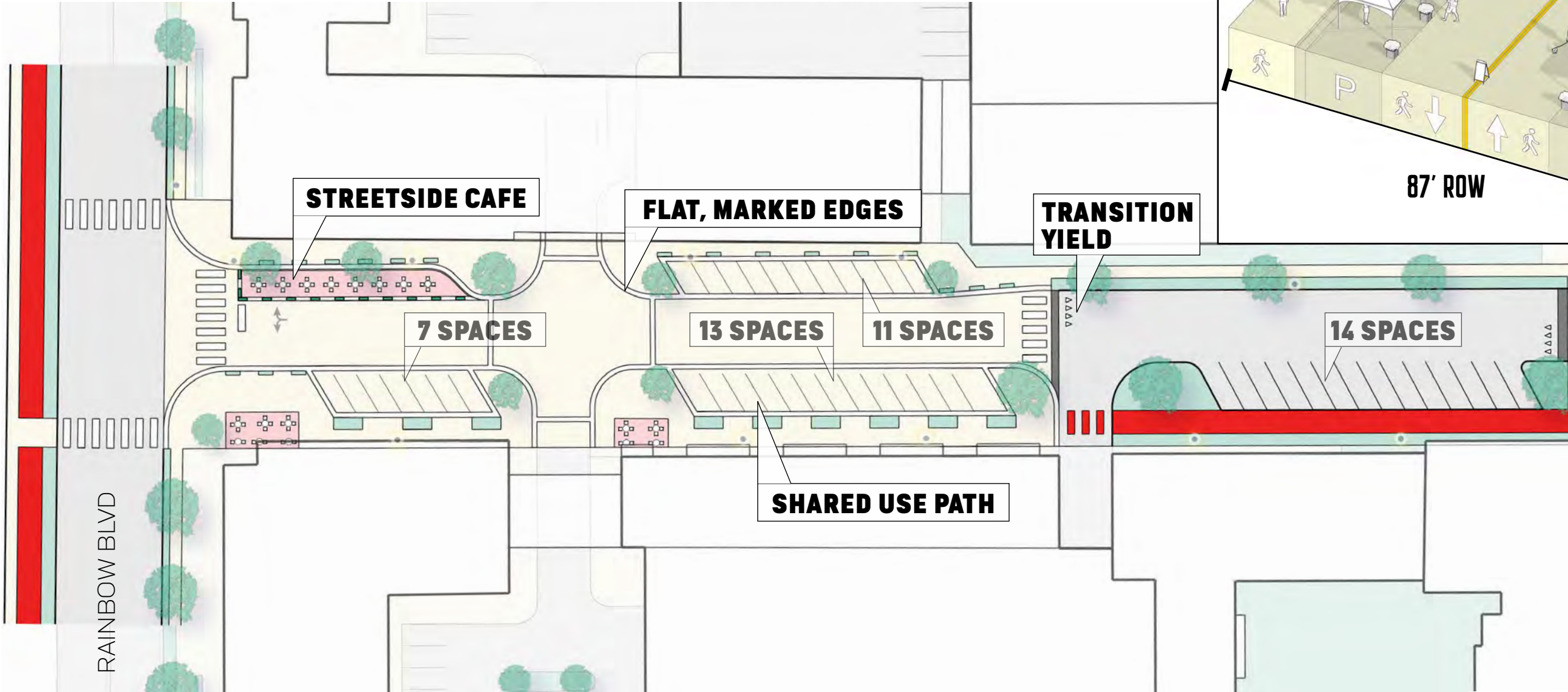
PROPOSED PLAN



# WESTERN ZONE OPTION 3

## FESTIVAL STREET

PROPOSED PLAN



**ENGAGEMENT**



# DATES & PURPOSE

**Dates:** September 19 - September 22, 2021

## Purpose

To gather public input around the proposed concepts while actively and collaboratively testing street re-designs.

## Tactics

- » Open office hours
- » Pop up coffee
- » Food truck pop up
- » Digital & in-person survey
- » Engagement boards
- » Street festival

# OPEN OFFICE HOURS

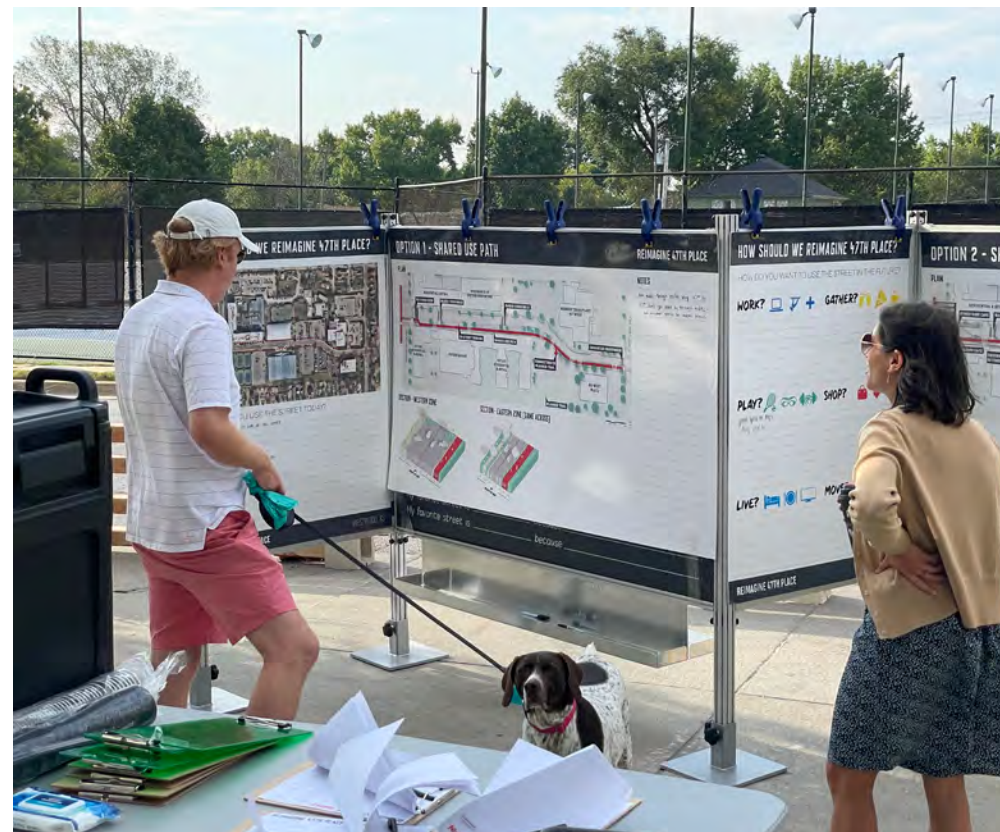
As part of the charrette and demonstration process we held open office hours from 9a -12p each day as a way for the public to engage directly with the planning team.





# POP UP COFFEE

From 7am-9am on Monday and Tuesday, coffee was provided as a way to encourage conversation. This provided an opportunity for people to engage before work or other commitments.





# FOOD TRUCK POP UP

An on-site food truck was available from 12-2pm on Tuesday to provide a new lunch option to nearby community members. Workers from both the Midwest Transplant Network and KU West took advantage of this, as well as City Hall employees.





A short digital and paper survey was developed to better understand how the visitors, stakeholders and residents use 47th Place today and how they want to use it in the future.

REIMAGINE 47TH PLACE SURVEY

1. What is your affiliation with 47th Place?

☐ Resident

☐ Patron/Visitor

☐ Business Owner

☐ Other: \_\_\_\_\_

2. What is your age?

☐ Under 18

☐ 45-54

☐ 18-24

☐ 55-64

☐ 25-34

☐ 65+

☐ 35-44

3. What is your address (optional)?

4. How do you use 47th Place today? (check 1)

☐ Work

☐ Shop

☐ Gather (events, restaurants, bars...)

☐ Move (commute, recreate, etc.)

☐ Play

☐ Live

☐ Other: \_\_\_\_\_

5. How do you want to use 47th Place in the future? (check 1)

☐ Work

☐ Shop

☐ Gather (events, restaurants, bars...)

☐ Move (commute, recreate, etc.)

☐ Play

☐ Live

☐ Other: \_\_\_\_\_

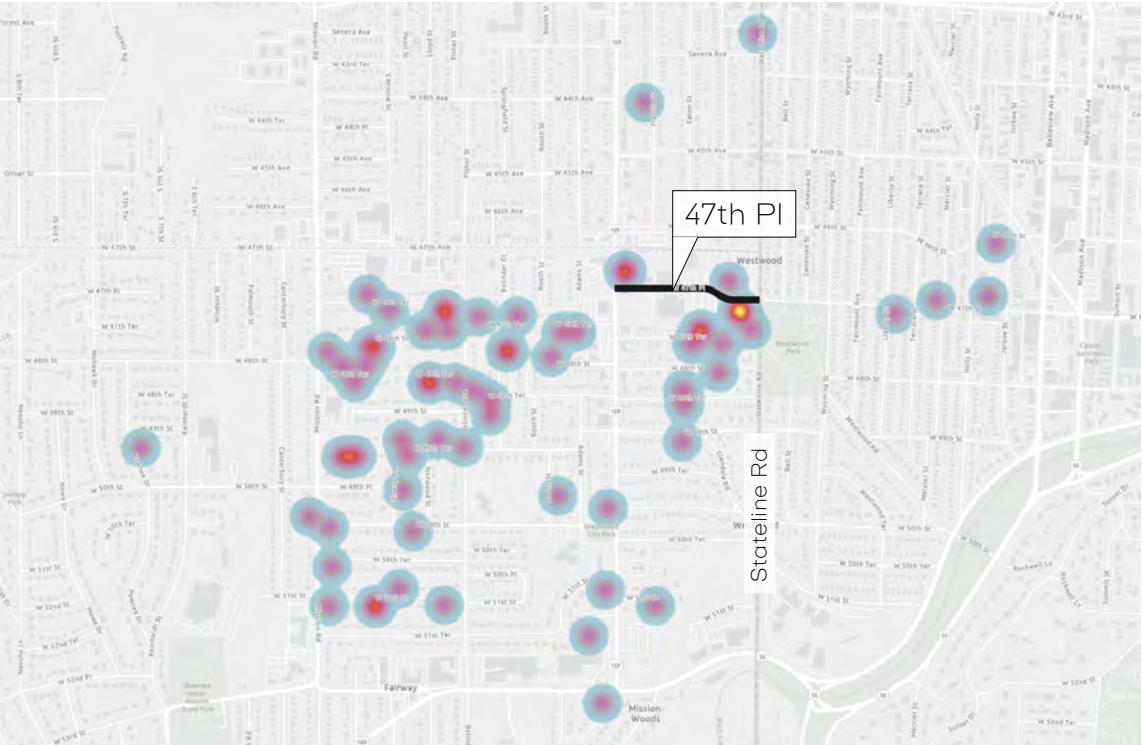
6. What else can you tell us about 47th Place?



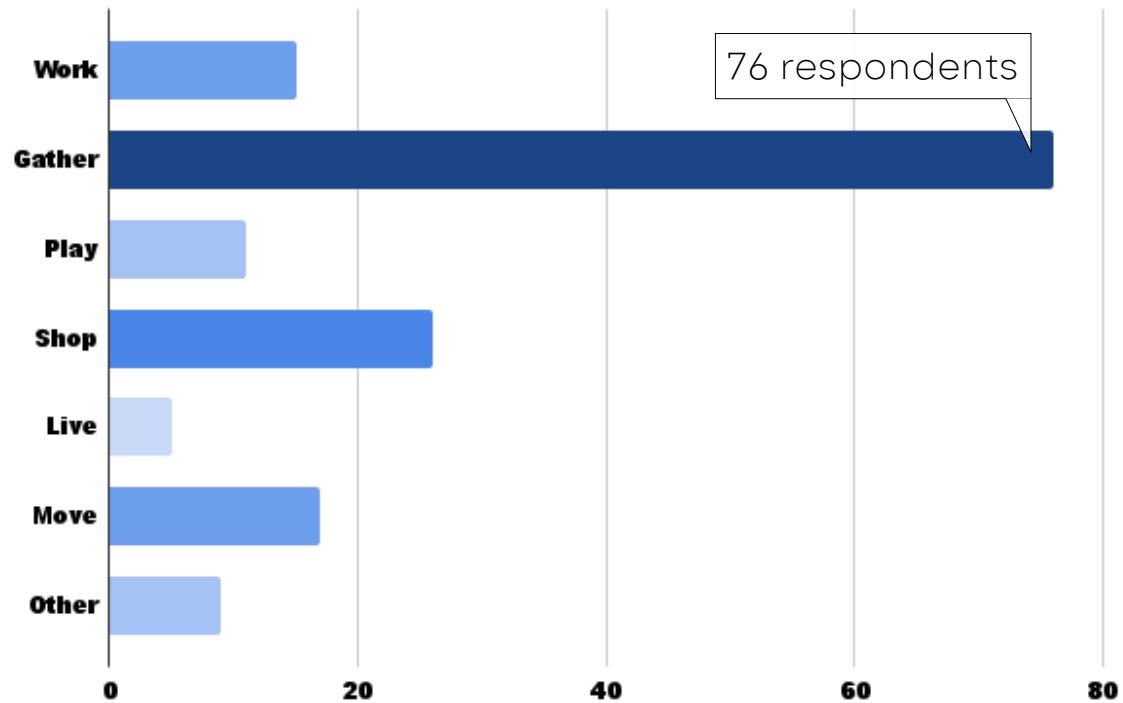
# SURVEY RESULTS

- » 161 total responses
- » A majority of survey participants (68%) are 47th Place residents
- » Respondents represent all age groups older than 18 years old, with most between 35-44 years old
- » 76 respondents (48%) want to use 47th Place as a place to gather in the future
- » 30% use the street to gather today
- » The safety of all street users is a primary concern

## LOCATIONAL HEAT MAP OF PARTICIPANTS



## HOW DO YOU WANT TO USE 47TH PLACE IN THE FUTURE?



We want a walkable community

It's a mess right now

Love anything that adds green, usable space and slows down traffic!

All three options incorporate good strategies to make this a more humane place.

Great destination for residents & visitors alike

Worried that the street is too dangerous to add a bike lane






# ENGAGEMENT BOARDS

Large format boards were set up from 7am - 3pm each day to facilitate conversations about the project and document feedback. Content included questions about how 47th Place gets used today, how people would like to use it in the future, and the nearby routes they utilize. Street design options were also displayed and used to inform preferences toward street safety, commercial support and public gathering.




### HOW SHOULD WE REIMAGINE 47TH PLACE?

HOW DO YOU WANT TO USE THE STREET IN THE FUTURE?




**WORK?**






**GATHER?**






**PLAY?**






**SHOP?**



**LIVE?**



**MOVE?**



REIMAGINE 47TH PLACE

WESTWOOD, KS





# STREET FESTIVAL

The engagement process was completed with a street festival on Wednesday from 4-7pm. Local vendors set up tents, an assortment of outdoor games were out, there was live music and the recommended street design was on display.

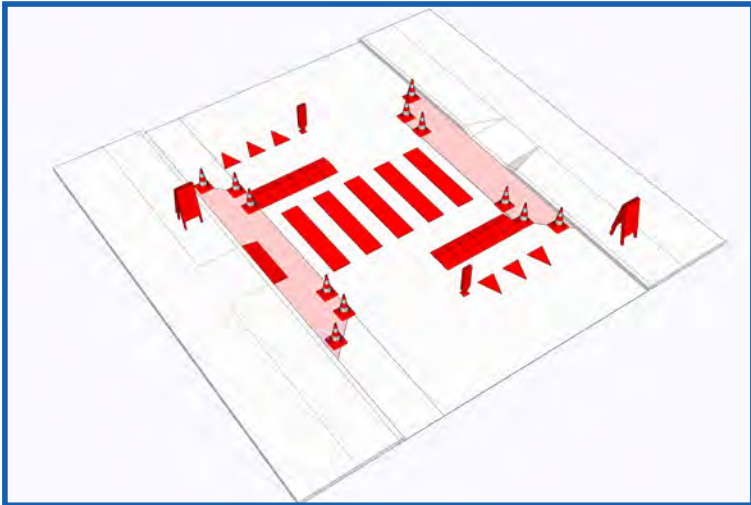




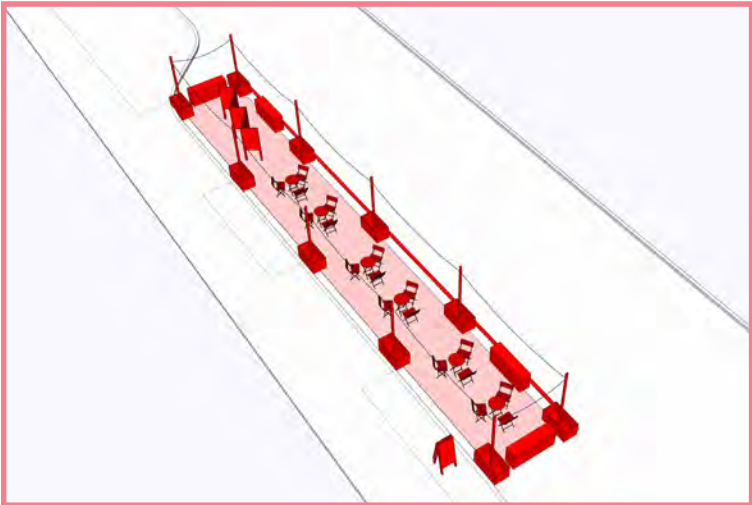
***DEMONSTRATION PROJECT***

# DEMONSTRATION INTERVENTIONS

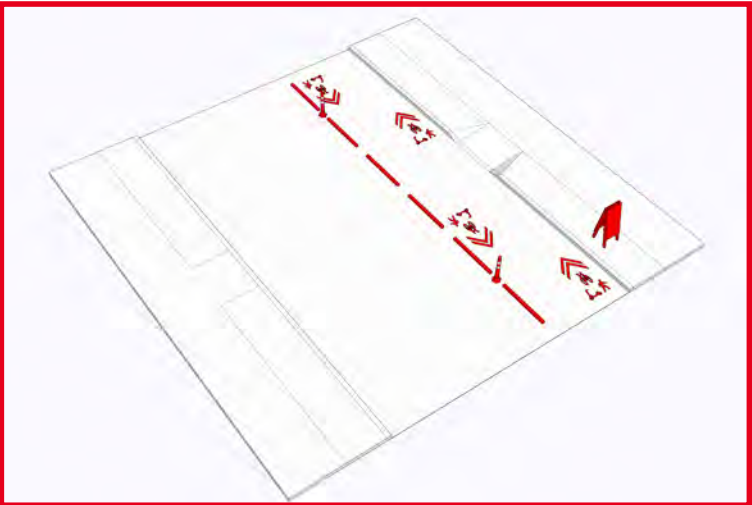
CROSSWALK



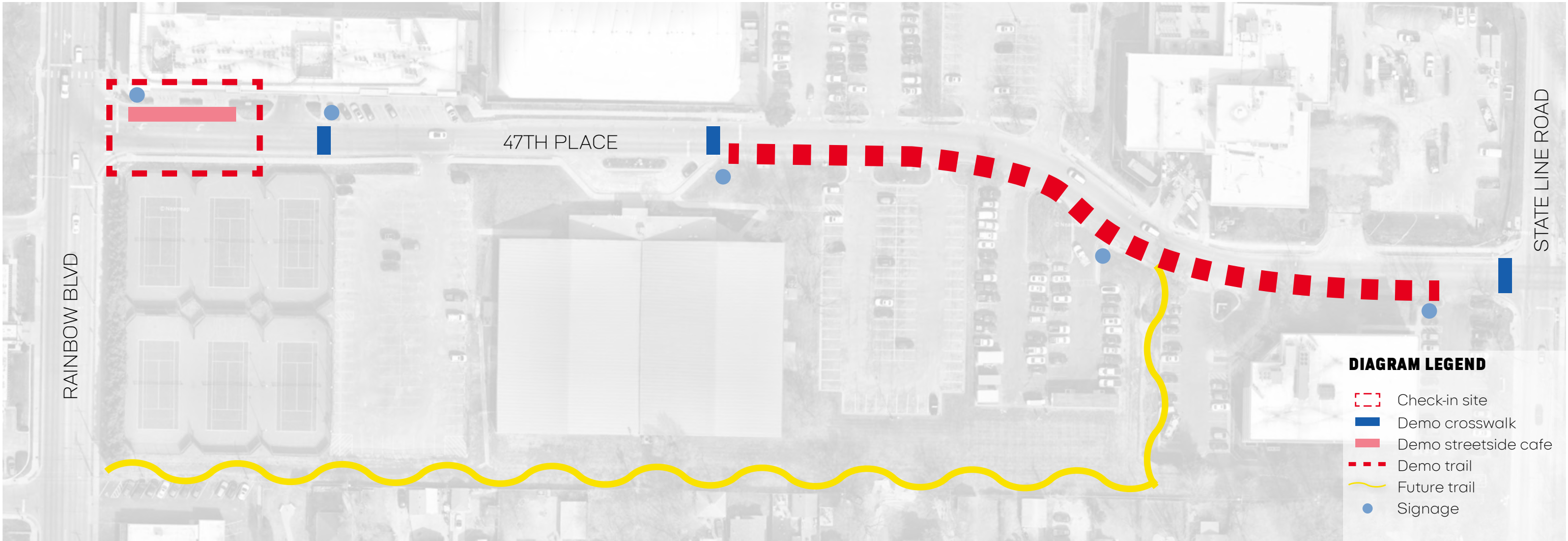
STREETSIDE CAFE



TRAIL



SIGNAGE







Colorful mid-block crosswalks and pedestrian paddles were installed to test usage slow vehicular traffic.







A multi-use trail was installed in the eastern zone to test viability and to see how it affected automobile traffic and speed.







The dedicated right hand turn-lane at 47th Place and Rainbow was temporarily closed and converted into a streetside cafe to test the viability of outdoor seating and the impact on automobile traffic flow.





# FUTURE TRAIL MARKING

## 47TH PLACE



The easement off of Rainbow was marked as a potential trail location so that stakeholders could walk the site and see where a trail could potentially be installed.





# SUMMARY OF OBSERVATIONS + ANALYSIS

## Observations

- » Mid-block crossings heavily used and noted as high priority for 47th Place
- » Reuse of the turn lane did not appear to impede traffic flow. Vehicles at 47th Place and Rainbow made it through each stop light, even during peak hours and long semi-trucks managed the turn radius.
- » Separation of the multi-use path from the street would help users feel more comfortable. A reduced number of driveways would improve safety of the multi-use path.
- » Workers and residents along 47th Place want to see more food/beverage options
- » Amenities for dogs & their owners should be considered
- » The future trail behind the club is desired by residents.

## Analysis

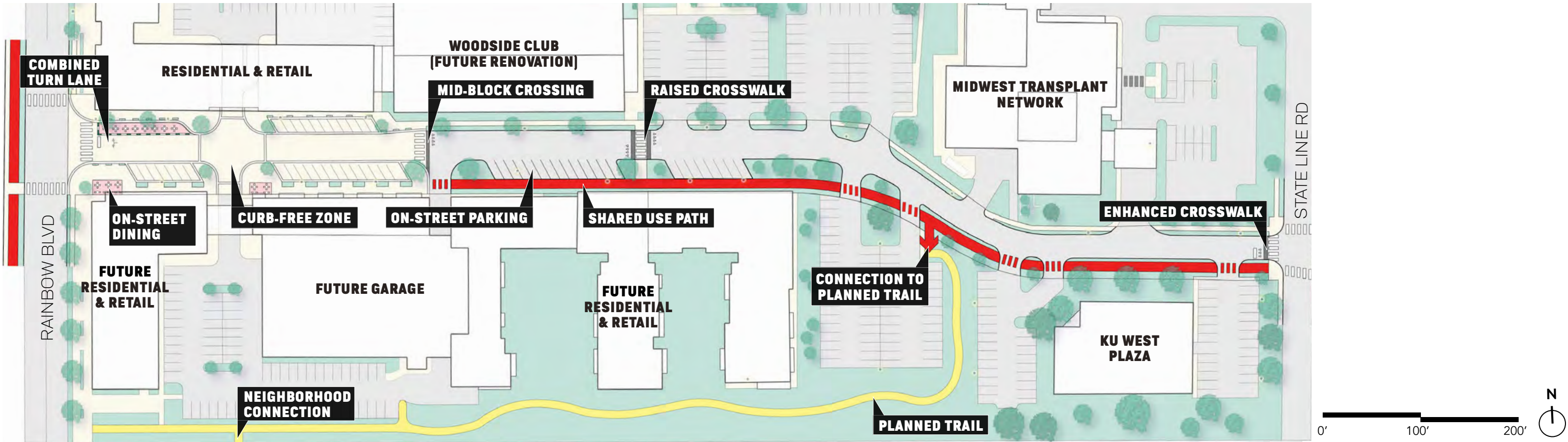
- » Reduced lane widths will reduce traffic speed
- » A traffic study will be needed to confirm viability of permanent removal of right hand turn lane
- » Raised mid-block crosswalks will improve pedestrian safety



**RECOMMENDATIONS**

# RECOMMENDED DESIGN

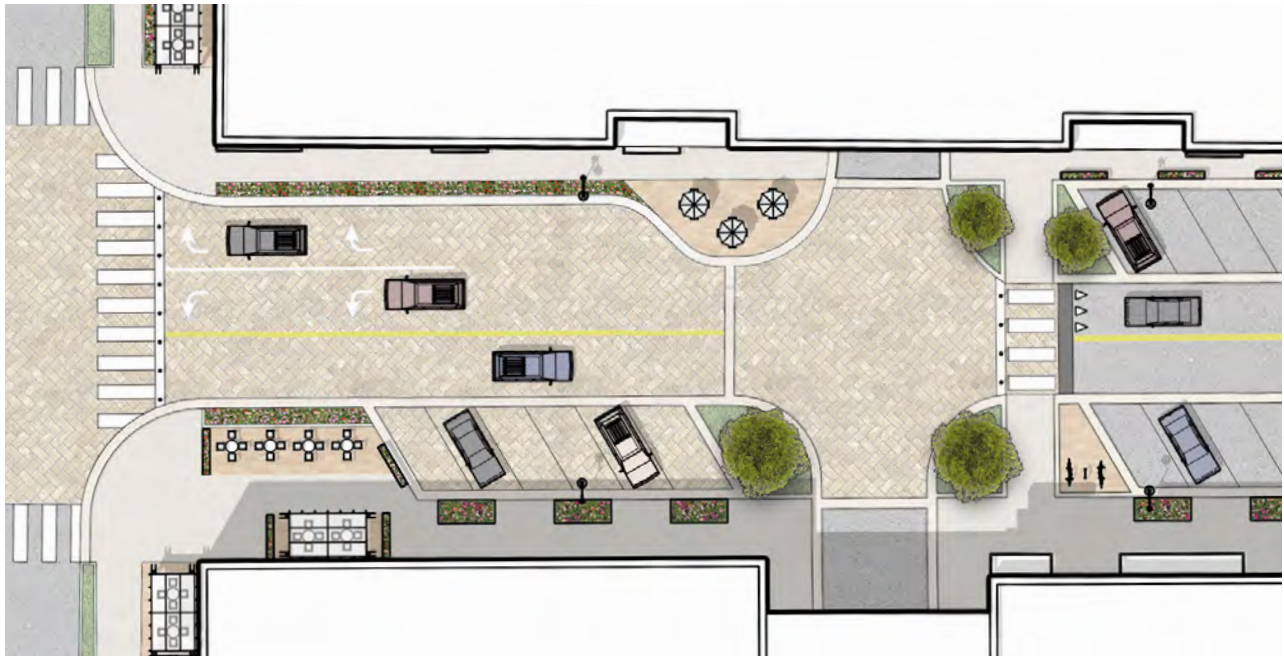
## FESTIVAL STREET PLAN



## PLAN DETAIL: STREETSIDE DINING



## PLAN DETAIL: TURN LANE MAINTAINED





# RECOMMENDED STREET (FACING EAST)





# RECOMMENDED STREET (FACING EAST DURING EVENT)





**REIMAGINE**  
47TH PLACE  
***DESIGN ALTERNATIVES***

YARD & COMPANY

**City of Westwood, Kansas**  
**City Council Work Session**  
**4700 Rainbow Boulevard**  
**September 9, 2021 – 5:30 PM**

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk  
Gary Baker, Police Sergeant  
John Sullivan, Director of Public Works

**Call to Order**

Mayor David E. Waters called the meeting to order at 5:30 p.m. on September 9, 2021.

**Strategic Land Use Planning for City Owned Property**

Mayor Waters and Mrs. Herring conducted a discussion regarding preliminary planning for land use for City-owned property. Staff was instructed to proceed with working with the Urban Land Institute to conduct a Technical Assistance Panel for Westwood. Mayor Waters will contact the Foundation Board to consider funding the cost for the Technical Assistance Panel.

Although there was discussion about the City engaging an owner's representative as recommended by staff, there was not a consensus to move forward with engaging such a firm/partner. Staff was directed to investigate the benefits and roles and responsibilities of such a partner and to bring back references from other cities who have engaged similar services.

**Adjournment**

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Harris. Motion carried by a 5-0 voice vote. The meeting was adjourned at 6:48 p.m.

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

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



**City of Westwood, Kansas  
City Council Meeting  
4700 Rainbow Boulevard  
September 9, 2021 – 7:00 p.m.**

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk  
Gary Baker, Police Sergeant  
John Sullivan, Director of Public Works  
Michelle Ryan, City Treasurer – Remotely  
Ryan Denk, City Attorney

**Call to Order**

Mayor David E. Waters called the meeting to order at 7:00 p.m. on September 9, 2021. The City Clerk called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

**Comment on Non-Agenda Items**

No comments were made.

**Public Hearings**

**Revenue Neutral Rate and 2022 Budget Adoption**

Per State Statute, the Governing Body must hold a public hearing for the adoption of the upcoming year's budget. Adoption of Senate Bill 13 amended the budget timeline and added an additional hearing requirement for cities exceeding the Revenue Neutral Rate. The hearings may be conducted simultaneously.

The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Westwood, the 2022 revenue neutral rate would be 20.458 mills. Since the recommended budget proposes keeping the mill levy flat at 21.312, a public hearing is required. Notice of intent to exceed the revenue neutral rate was provided to the County Clerk before July 20th. The hearing must occur between August 20th and September 20th.

On July 8, 2021, following a staff presentation on the recommended 2022 budget, Council approved staff action to notify the County Clerk of intent to exceed the Revenue Neutral Rate and to adopt a 2022 budget levying 21.312 mills.

The attached hearing notice was published in The Legal Record on Tuesday, August 24, 2021, per state statute guidelines. Following the Revenue Neutral Rate and budget hearings, the Council must approve a resolution to exceed the Revenue Neutral Rate prior to adopting the 2022 budget. These actions will

also occur on tonight's September 9th agenda. The budget must be certified to the County Clerk by October 1st if exceeding the Revenue Neutral Rate.

Mayor Waters opened the Public Hearing for comment. No comments were made by the public. Mayor Waters closed the Public Hearing for the Revenue Neutral Rate for the 2022 Budget and the 2022 Budget Adoption.

#### **Approval of City Council Meeting Minutes**

Minutes from the August 12, 2021 Council meeting were included in the agenda packet. Motion by Councilmember Harris to approve the minutes from the August 12, 2021 Council meeting as submitted. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

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

Mrs. Ryan provided a review of the August 2021 Treasurer's Report and offered to answer questions.

Motion by Councilmember Hannaman to approve Appropriations Ordinance No. 730 as for \$302,548. Second by Councilmember Harris. Mrs. Herring performed a roll call vote, motion carried by a 5-0 vote.

#### **City Attorney's Report**

Mr. Denk had nothing to report to the Governing Body.

#### **Administrative Report**

Mrs. Herring provided a review of the August 2021 Administrative Report and offered to answer questions.

#### **Consider Resolution No. 96-2021 approving a tax rate in excess of the Revenue Neutral Rate for the 2022 budget year**

Over the last several months the Council and staff have worked to develop the 2022 budget. The Governing Body reviewed the recommended budget on July 8th and approved the notice to exceed the Revenue Neutral Rate on that same date.

The Revenue Neutral Rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Westwood, the Revenue Neutral Rate would be 20.458 mills. The 2022 recommended budget has a total mill rate of 21.312, flat with the 2021 rate.

Per Senate Bill 13, the recommended budget requires a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. Notice of intent to exceed the Revenue Neutral Rate was provided to the County Clerk before July 20th and the notice of public hearing was published on August 24, 2021. The public hearing will occur at the beginning of the September 9, 2021 meeting. The adoption of the 2022 budget will occur following the adoption of the Revenue Neutral Rate resolution.

The 2022 budget maintains the same level of services as the 2021 budget. Funding the budget with existing services does not require an increase to the mill levy rate, but it does exceed the Revenue Neutral Rate due to revenue that will be received from increased property valuations. The 2022 recommended budget has a total mill rate of 21.312, flat with the 2021 rate.



Motion by Councilmember Hannaman to approve Resolution No. 96-2021 approving a tax rate or mill levy rate in excess of the Revenue Neutral Rate for the 2022 budget year. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

**Consider Resolution No. 97-2021 adopting the fiscal year 2022 annual budget**

Over the last several months the Council and staff have worked to develop the 2022 budget. The Governing Body reviewed the recommended budget on July 8th and approved the notice to exceed the Revenue Neutral Rate on that same date.

The City will hold the required Revenue Neutral Rate and 2022 budget hearing on September 9th, prior to adopting a Resolution to Exceed the Revenue Neutral Rate. Both steps must occur prior to budget adoption. Once submitted to the County Clerk, the budget sets the budget authority for each fund. The City is authorized by K.S.A. 79-2929a to amend the budget before December 31st to spend money not in the original budget. The additional expenditures have to be made from existing revenue and cannot require additional tax levies.

Additional budget information can be found on the City's website or in the attached 2022 Budget Book.

The budget maintains the same level of services as the 2021 budget. Funding the budget with existing services does not require an increase to the mill levy rate, but it does exceed the Revenue Neutral Rate due to revenue that will be received from increased property valuations. The 2022 recommended budget has a total mill rate of 21.312, flat with the 2021 rate.

Motion by Councilmember Buckman to approve Resolution No. 97-2021 adopting the 2022 budget as certified in the amount of \$5,318,744 with ad valorem tax in the amount of \$730,705. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Consider fence variance request for 2520 W 47<sup>th</sup> Terrace**

On August 19, 2021, City staff received an application for a fence variance for 2520 W. 47th Terrace. Homeowner Marie Hooker is proposing to replace a 4' chain link fence with a new 6' wood fence in her side yard and backyard. This application requires a variance for:

- A. Height – a 6' fence would only be allowed in the rear yard of the property; side yard fences may not exceed 4' (Westwood Zoning Ord. Section 4.3.9.B.2).
- B. Placement – No rear yard fence or wall shall be closer to the front property line than the rear line of the primary structure (Westwood Zoning Ord. Section 4.3.9.C.3).

The City Council may approve fence variances pursuant to Westwood Zoning Ord. Section 4.3.9.F,

Pursuant to previous City Council direction, City staff has evaluated the following factors:

- a. Neighbor acknowledgement/consent – Confirmed;
- b. ROW impediment – No;
- c. Established tree impact/removal – No; and
- d. Resulting sight lines issues - No.

The applicant desires to replace the existing fence but maintain the same location with the new fence. The replacement of the 4' fence with a 6' fence in the area closer to the front property line than the rear line of the primary structure necessitates a fence variance as a condition of permit approval.



Councilmember Harris asked if the proposed fence would violate any setback provisions in the code as it looked close to the property line on the west side. Mrs. Herring said it would not.

Marie & Clint Hooker, 2520 W 47<sup>th</sup> Terr, attended the meeting via Zoom. Mrs. Hooker noted the west side of the proposed fence would be next to the garage of the neighboring property. Mrs. Hooker explained that the placement of the proposed fence would allow for symmetry and noted the back entrance to the property would be not be easily accessible if the fence was built with a wider setback.

Motion by Councilmember Harris to approve the requested fence variance at 2520 W. 47th Terrace to allow a 6' foot high wood fence in the side yard of the primary structure as described in the application. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Consider Resolution 98-2021 adopting an amended Employee Handbook**

The City's current Employee Handbook (aka Personnel Policy) was last modified in April 2009. The document has been maintained in substantially the same form since at least 1997, with revisions to individual sections being approved by the City Council from time to time during that period. Over the course of the past several years, City executive-level staff has worked to draft a new, modern format for the Employee Handbook and has worked to update the policies and procedures included in it to reflect modern and best practices.

At its August 23, 2021 meeting, the Administration and Compensation Committee reviewed the draft Employee Handbook and recommended certain modifications to City staff and to the City Attorney, which edits have been incorporated into the final draft document included in these meeting materials. Ultimately, the Committee recommended the draft Employee Handbook be added to the September 9, 2021 City Council meeting agenda for review and consideration for action by the Governing Body.

The policy document is written in what is intended to be a straight-forward way that will be easy for current and future staff and officials to use and reference upon initial hiring and during the course of employment. Largely, the Employee Handbook is written in a way that documents current City employment practices and provides for current prevailing state and federal law relating to topics of employment. However, it also provides for some recommended process improvements or changes including but not limited to:

- a. Personnel Records and Privacy. This is not addressed in the current Personnel Policy but such section is added in the proposed Employee Handbook (Section 1.6);
- b. Residency Requirement. This is not addressed in the current Personnel Policy but such section is added in the proposed Employee Handbook (Section 1.7);
- c. Use of Vehicles for City Business. This is not addressed in the current Personnel Policy but such section is added in the proposed Employee Handbook (Section 1.10);
- d. Travel Policy. This is not addressed in the current Personnel Policy but such section is added in the proposed Employee Handbook (Section 4.6);
- e. Vacation. The vacation accrual schedule based on years of service has been modified by one year but the accrual rates remain the same; and the vacation accrual cap is proposed to be a flat 260 hours annually regardless of years of service (Section 5.1);



f. Holidays. There are nine (9) designated holidays and two (2) floating holidays (now called personal days) (11 total) listed in the current Personnel Policy and the Administration & Compensation Committee recommends maintaining 11 total paid holidays. In response to the 2021 designation of Juneteenth as a federally-recognized holiday, City staff has gathered information from other jurisdictions in the region and finds that when local governments have adopted Juneteenth, it has largely been made an additional holiday and not a replacement of an existing holiday. Upon direction from the Administration & Compensation Committee and upon conferring with the current City executive-level staff, Juneteenth is not included in the draft Employee Handbook; however, the City Council may choose to revisit this topic. (Section 5.2); and

g. Family and Medical Leave (FMLA). This is not addressed in the current Personnel Policy but such section is added in the proposed Employee Handbook (Section 5.8).

It is intended that the Employee Handbook be reviewed regularly, ideally annually, and updated as needed.

Councilmember Harris stated that he would be in favor of including Juneteenth as a City holiday. Councilmember Hannaman responded that, from the review conducted by the Administration & Compensation Committee, the City already provides a competitive number of paid holidays to staff and that the public would likely not expect City offices to be closed on Juneteenth. He also stated that adding the paid holiday to the list of current paid holidays would have a financial impact on the City and that at this time, he does not feel the City should add another holiday to those already provided. Mr. Harris stated that he would be fine taking another look at adding Juneteenth as a holiday at a later date and time, after the City Council is able to more thoroughly discuss the matter.

Motion by Councilmember Harris to approve Resolution No. 98-2021 adopting an amended Employee Handbook for the City of Westwood. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

**Consider allowing alcoholic beverages at 5000 and 5050 Rainbow Boulevard during the Oktoberfest Event**

Oktoberfest is scheduled to be held on Saturday, October 2, 2021 from 4:00 to 8:00 PM. at Joe D. Dennis Park, 50th and Rainbow Blvd. The event will be moved to the following Saturday, October 9th, in the event of inclement weather.

City staff has been directed to prepare and bring forward an action for Council consideration to allow alcoholic beverages to be provided and consumed during this event.

Article 12-206(3) of the Westwood Municipal Code allows for alcoholic beverages inside the park with the approval of the Governing Body. Staff recommends that the City Council grant a special exception to allow the provision and consumption of alcoholic beverages on City grounds on Saturday, October 2, 2021, from 4 – 8 PM, with a rain date of October 9, 2021.

Motion by Councilmember Wimer to approve the provision and consumption of alcoholic beverages on City-owned property at 5000 and 5050 Rainbow Blvd. during the City's annual Oktoberfest event on Saturday, October 2, 2021, from 4 – 8 PM, with a rain date of October 9, 2021. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.



### **Public Safety Report**

Sergeant Baker referred to the August 2021 Public Safety Report and offered to answer questions.

### **Consider Ordinance No. 1022 adopting the 2021 Edition of the Standard Traffic Ordinance for Kansas Cities**

The Standard Traffic Ordinance (STO) is a document published by the League of Kansas Municipalities (LKM) since 1960. The Standard Traffic Ordinance (STO) is an efficient, economical way to regulate traffic in Kansas cities. This ordinance allows the City of Westwood to utilize the state's Standard Traffic Ordinance as the basis for traffic safety and enforcement actions.

The Kansas League of Municipalities has published the 2021 Edition of the Standard Traffic Ordinance. City staff recommends the City of Westwood update to from the 2021 Edition. The STO does not take effect in a city until the governing body has passed and published an incorporating ordinance.

Motion by Councilmember Harris to adopt Ordinance 1022 incorporating by reference the Standard Traffic Ordinance for Kansas Cities, 2021 edition and repeal Ordinance 1009, adopted August 13, 2020. Second by Councilmember Buckman. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

### **Consider Ordinance No. 1023 adopting the 2021 Edition of the Uniform Public Offense Code for Kansas Cities**

The Uniform Public Offense Code (UPOC) is a document developed each year by the League of Kansas Municipalities (LKM). This organization has published the UPOC since 1980. The Code is designed to provide a comprehensive public offense ordinance for Kansas cities. The UPOC, in large part parallels the state criminal code. This ordinance allows the City of Westwood to utilize the Uniform Public Offense Code as the basis for criminal investigation and enforcement actions.

The Kansas League of Municipalities has published the 2021 Edition of the Uniform Public Offense Code. City staff recommends the City of Westwood update to from the 2020 Edition. The UPOC does not take effect in a city until the governing body has passed and published an incorporating ordinance.

Motion by Councilmember Buckman to adopt Ordinance 1023 incorporating by reference the Unified Public Offense Code for Kansas Cities, 2021 edition and repeal Ordinance 1010, adopted August 13, 2020. Second by councilmember Harris. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

### **Public Works Report**

Mr. Sullivan referred to the August 2021 Public Works Reports and offered to answer any questions.

### **Committee Reports**

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

Councilmember Hannaman thanked Mrs. Herring and the other department heads on their work to complete a number of administrative tasks.

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

Councilmember Buckman had nothing to report.



### **Public Safety Committee**

Councilmember Harris had nothing to report in regard to the Public Safety Committee. Councilmember Harris noted the Planning Commission will be meeting on September 13th due to the Labor Day Holiday. The Planning Commission will be reviewing a redline version of all of the proposed changes to the Zoning Ordinance. Councilmember Harris encouraged the Governing Body to attend to have an idea of what might be submitted by the Planning Commission for consideration during a future City Council meeting.

### **Public Works Committee**

Councilmember Steele noted a street design charette will be installed on 47<sup>th</sup> Place on September 20th to 22nd to help the community imagine what the roadway would look like as a complete street.

### **Parks & Recreation Committee**

Councilmember Wimer shared that the Westwood Women's Club will be meeting on Wednesday, September 15<sup>th</sup> at noon. Councilmember Wimer thanked City staff for their work on the Sprinklers & Squirtguns event on August 28<sup>th</sup>. Councilmember Wimer noted Oktoberfest is scheduled for October 2<sup>nd</sup>, and the Kansas City Symphony will be performing at City Hall on Tuesday, October 12<sup>th</sup>.

### **Mayor's Report**

Mayor Waters provided an overview of the meetings and events he attended over the past month as Mayor.

### **Adjournment**

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote. The meeting adjourned at 8:34 pm.

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

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



## City of Westwood, Kansas

City Council Retreat  
Woodside Tennis Club  
2000 W. 47<sup>th</sup> Place  
Westwood, KS 66205

October 3, 2021 – 10 AM

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk  
Curt Mansell, Chief of Police  
John Sullivan, Director of Public Works

### **Call to Order**

Mayor David E. Waters convened the retreat at 10:00 a.m. on October 3, 2021.

### **City Council Discussion about Council Purpose, Roles, and Goals**

Facilitators from BOARDynamics facilitated a discussion amongst the City Council about City Council purpose, roles, and goals. No action was taken.

### **Adjournment**

The retreat adjourned at 4:15 p.m.

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

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



**City of Westwood  
Treasurer's Report  
9/30/2021**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through 9/30/2021 is \$3,276,652 and remains up from year end by \$900,119.
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 \$2,478,980 of the total \$2,701,153 budgeted. Overall year to date 2021 revenue is up compared to 2020 by \$370K
    - i. Taxes – overall up about \$143K from prior year. Ad Valorem taxes are up \$45K from prior year. The final distribution on real estate taxes was received this month totaling \$11K. City and County sales tax revenue is up about \$78K, continuing to have some higher months so far this year. Liquor Tax is up about \$11K, Motor Vehicle up \$3K and Special Assessments up \$4K. The September revenue is the final distribution from the county for Ad Val, MV and Special Assessments.
    - ii. Fees and Licenses – up year to date by \$8K, Utility Franchise Fees about equal with the prior year, Pool Fees are up by about \$8K.
    - iii. Building Permits – There was one large building permit issued this month for the school. Overall permits are up \$109K compared to the prior year.
    - iv. Intergovernmental Fees are down slightly by \$4K as compared to last year. Police services are down but Public Works services are up.
    - v. Restricted Use – decreased by \$4K due to State Highway Maintenance funds that were deposited directly in that fund in the current year.
    - vi. Fines – continue to be at lower levels this year and are down \$23K from prior year, this is starting to pick back up in September compared to previous months in 2021.
    - vii. Grants and Donations – the year-to-date number reflects the Federal ARPA - American Rescue Plan Act distribution received in July of \$124,475.
    - viii. Miscellaneous Income – up \$14K due to reimbursements and other income received throughout the year.
  - b. Overall Year to Date Expenditures through September total \$1,814,167, up \$113K compared to the prior year.
    - i. General Overhead total expenditures of \$29,048 for the month. The year-to-date spending is up from the prior year by \$88K. The majority of increase is in the Professional Fees line items as noted in previous months. Building permit reimbursements are also up about \$8K from prior year.
    - ii. Administrative expenditures of \$28,160 for the month, year to date is down \$3K from the prior year.
    - iii. Public Works total expenditures of \$43,664 for the month, to date spending is up by \$22K compared to last year. Increases in Professional Fees, Utilities and Equipment and Maintenance line items. September also has three-payrolls due to the timing of when the funds were pulled by the payroll company that is increasing the expenditures this month, October of 2020 was the 3-payroll month last year so the year to date will be more comparable next month.
    - iv. Police expenditures are \$104,021 this month, this is up year to date by \$7K. This is due to Wages of \$8K below prior year, professional fees up \$15K. The three-payroll month is affecting this department as well.
    - v. Parks and Rec expenditures at \$1,203 for the month which is down by \$7K compared to prior year to date.
    - vi. Cancelled Encumbrances and clearing outstanding checks totaling \$12K that is returning cash to the general fund balance.



- c. Net Receipts Over (Under) Expenditures in the General Fund are \$99,820 for the month. Year to date through September remains positive receipts over expenditures of \$677,623 which is an increase over the prior year of \$269K.
- 4. Other Funds – Current Month and Year to Date
  - a. Continued high CIP Sales tax Revenue again this month - \$27K, generally averaging about \$23K a month earlier in the year, \$26K last month.
  - b. Equipment Reserve purchased Replacement Furniture and Fixtures \$3K.

I am happy to answer any questions and stand for any comments at the meeting or upon request.

Michelle Ryan  
City of Westwood Treasurer



**City of Westwood, Kansas**  
**Balance Sheet by Fund**  
As of September 30, 2021

|   | General Fund<br>09/30/2021 | Capital<br>Improvements<br>Fund<br>09/30/2021 | Equipment<br>Reserve Fund<br>09/30/2021 | Stormwater Fund<br>09/30/2021 | Special Highway<br>Fund<br>09/30/2021 | Woodside<br>TIF/CID Fund<br>09/30/2021 | Debt Service<br>Fund<br>09/30/2021 | All Funds<br>09/30/2021 |
|---|----------------------------|---|---|-------------------------------|---------------------------------------|--|------------------------------------|-------------------------|
| <b>Assets</b>                             |                            |   |   |                               |                                       |  |                                    |                         |
| Current Assets                            |                            |   |   |                               |                                       |  |                                    |                         |
| Cash In Bank                              | 1,449,082.25               | 891,238.14                                    | 97,747.37                               | 292,304.98                    | 102,794.36                            | 361,558.94                             | 85,261.15                          | 3,279,987.19            |
| Cash In Bank - Bond Fund                  | 35,322.92                  | 0.00  | 0.00                                    | 0.00                          | 0.00                                  | 0.00                                   | 0.00                               | 35,322.92               |
| 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                  |
| Bill.com Money Out Clearing               | 191.90                     | 0.00  | 0.00                                    | 0.00                          | 0.00                                  | 0.00                                   | 0.00                               | 191.90                  |
| Total Current Assets                      | 1,484,727.19               | 891,238.14                                    | 97,747.37                               | 292,304.98                    | 102,794.36                            | 361,558.94                             | 85,261.15                          | 3,315,632.13            |
| <b>Total Assets</b>                       | <b>\$ 1,484,727.19</b>     | <b>\$ 891,238.14</b>                          | <b>\$ 97,747.37</b>                     | <b>\$ 292,304.98</b>          | <b>\$ 102,794.36</b>                  | <b>\$ 361,558.94</b>                   | <b>\$ 85,261.15</b>                | <b>\$ 3,315,632.13</b>  |
| <b>Liabilities and Fund Balance</b>       |                            |   |   |                               |                                       |  |                                    |                         |
| Current Liabilities                       |                            |   |   |                               |                                       |  |                                    |                         |
| Woodside Village Deposits                 | 9.19                       | 0.00  | 0.00                                    | 0.00                          | 0.00                                  | 0.00                                   | 0.00                               | 9.19                    |
| Refundable Bond Deposits                  | 34,889.99                  | 0.00  | 0.00                                    | 0.00                          | 0.00                                  | 0.00                                   | 0.00                               | 34,889.99               |
| KPERS/KPF Payable                         | 2,690.29                   | 0.00  | 0.00                                    | 0.00                          | 0.00                                  | 0.00                                   | 0.00                               | 2,690.29                |
| Great West 457 Payable                    | 1,389.99                   | 0.00  | 0.00                                    | 0.00                          | 0.00                                  | 0.00                                   | 0.00                               | 1,389.99                |
| Total Current Liabilities                 | 38,979.46                  | 0.00  | 0.00                                    | 0.00                          | 0.00                                  | 0.00                                   | 0.00                               | 38,979.46               |
| Total Liabilities                         | 38,979.46                  | 0.00  | 0.00                                    | 0.00                          | 0.00                                  | 0.00                                   | 0.00                               | 38,979.46               |
| Fund Balance                              |                            |   |   |                               |                                       |  |                                    |                         |
| Fund Balance                              | 768,123.80                 | 850,050.47                                    | 125,319.46                              | 175,237.98                    | 56,119.53                             | 275,697.32                             | 125,984.85                         | 2,376,533.41            |
| Fund Balance - Current Year               | 677,623.93                 | 41,187.67                                     | (27,572.09)                             | 117,067.00                    | 46,674.83                             | 85,861.62                              | (40,723.70)                        | 900,119.26              |
| Total Fund Balance                        | 1,445,747.73               | 891,238.14                                    | 97,747.37                               | 292,304.98                    | 102,794.36                            | 361,558.94                             | 85,261.15                          | 3,276,652.67            |
| <b>Total Liabilities and Fund Balance</b> | <b>\$ 1,484,727.19</b>     | <b>\$ 891,238.14</b>                          | <b>\$ 97,747.37</b>                     | <b>\$ 292,304.98</b>          | <b>\$ 102,794.36</b>                  | <b>\$ 361,558.94</b>                   | <b>\$ 85,261.15</b>                | <b>\$ 3,315,632.13</b>  |

No assurance is provided. Substantially all disclosures omitted.



# City of Westwood, Kansas

## Cash Flow

For the One Month Ended September 30, 2021

|   | General Fund<br>Month Ending<br>09/30/2021 | Capital<br>Improvements<br>Fund<br>Month Ending<br>09/30/2021 | Equipment<br>Reserve Fund<br>Month Ending<br>09/30/2021 | Stormwater<br>Fund<br>Month Ending<br>09/30/2021 | Special Highway<br>Fund<br>Month Ending<br>09/30/2021 | Woodside<br>TIF/CID Fund<br>Month Ending<br>09/30/2021 | Debt Service<br>Fund<br>Month Ending<br>09/30/2021 | All Funds<br>Month Ending<br>09/30/2021 |
|---|--|---|---|--|---|--|--|---|
| <b>Unencumbered Cash, Beginning Period</b>        | <b>1,380,956.16</b>                        | <b>863,487.14</b>   | <b>101,240.25</b>                                       | <b>290,552.20</b>                                | <b>102,794.36</b>                                     | <b>353,445.54</b>                                      | <b>84,467.05</b>                                   | <b>3,176,942.70</b>                     |
| <b>Receipts</b>                                   |  |   |   |  |   |  |  |   |
| Taxes   | 140,568.52                                 | 27,751.00   | 0.00  | 0.00   | 0.00  | 0.00   | 794.10   | 169,113.62                              |
| Fees and Licenses                                 | 22,778.94                                  | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 22,778.94                               |
| Building Permits                                  | 97,195.05                                  | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 97,195.05                               |
| Intergovernmental                                 | 25,294.15                                  | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 25,294.15                               |
| Restricted Use                                    | 0.00                                       | 0.00  | 0.00  | 1,752.78   | 0.00  | 22,888.27  | 0.00   | 24,641.05                               |
| Fines   | 14,553.00                                  | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 14,553.00                               |
| Miscellaneous                                     | 6,846.27                                   | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 6,846.27                                |
| <b>Total Receipts</b>                             | <b>307,235.93</b>                          | <b>27,751.00</b>  | <b>0.00</b>   | <b>1,752.78</b>                                  | <b>0.00</b>   | <b>22,888.27</b>                                       | <b>794.10</b>                                      | <b>360,422.08</b>                       |
| <b>Expenditures</b>                               |  |   |   |  |   |  |  |   |
| Salary & Benefits                                 | 165,471.93                                 | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 165,471.93                              |
| Employee Expenses                                 | 1,117.82                                   | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 1,117.82                                |
| Professional Fees                                 | 4,169.82                                   | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 4,169.82                                |
| General Operating Expenses                        | 7,151.93                                   | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 7,151.93                                |
| Utilities   | 27,031.65                                  | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 27,031.65                               |
| Equipment and Maintenance                         | 1,268.53                                   | 0.00  | 3,492.88  | 0.00   | 0.00  | 0.00   | 0.00   | 4,761.41                                |
| Park and Events                                   | 1,203.50                                   | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 1,203.50                                |
| Miscellaneous                                     | 0.00                                       | 0.00  | 0.00  | 0.00   | 0.00  | 14,774.87  | 0.00   | 14,774.87                               |
| Interfund Transfers                               | 0.00                                       | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 0.00                                    |
| <b>Total Expenditures</b>                         | <b>207,415.18</b>                          | <b>0.00</b>   | <b>3,492.88</b>   | <b>0.00</b>                                      | <b>0.00</b>   | <b>14,774.87</b>                                       | <b>0.00</b>  | <b>225,682.93</b>                       |
| Prior Year Cancelled Encumbrances                 | 0.00                                       | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 0.00                                    |
| Increase / (Decrease) in Payables                 | 4,080.28                                   | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 4,080.28                                |
| Increase / (Decrease) in Refundable Bond Deposits | (130.00)                                   | 0.00  | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | (130.00)                                |
| <b>Unencumbered Cash, End of Period</b>           | <b>\$ 1,484,727.19</b>                     | <b>\$ 891,238.14</b>  | <b>\$ 97,747.37</b>                                     | <b>\$ 292,304.98</b>                             | <b>\$ 102,794.36</b>                                  | <b>\$ 361,558.94</b>                                   | <b>\$ 85,261.15</b>                                | <b>\$ 3,315,632.13</b>                  |

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Nine Periods Ended September 30, 2021 and 2020

|                               | Month Ending<br>09/30/2021<br>Actual | Year To Date<br>09/30/2021<br>Actual | Year To Date<br>09/30/2020<br>Prior Year | Year Ending<br>12/31/2021<br>Current Budget | Over/(Under) Budget |
|-------------------------------|--------------------------------------|--------------------------------------|--|---|---------------------|
| <b>Receipts</b>               |                                      |                                      |  |   |                     |
| Taxes                         | \$ 140,568.52                        | \$ 1,539,747.77                      | \$ 1,396,127.09                          | \$ 1,717,803.00                             | (178,055.23)        |
| Fees and Licenses             | 22,778.94                            | 335,027.53                           | 327,052.56                               | 474,200.00                                  | (139,172.47)        |
| Building Permits              | 97,195.05                            | 141,983.30                           | 32,184.95                                | 30,000.00                                   | 111,983.30          |
| Intergovernmental             | 25,294.15                            | 235,947.68                           | 240,016.98                               | 336,100.00                                  | (100,152.32)        |
| Restricted Use                | 0.00                                 | 0.00                                 | 3,735.45                                 | 0.00  | 0.00                |
| Fines                         | 14,553.00                            | 79,584.75                            | 102,972.25                               | 140,000.00                                  | (60,415.25)         |
| Grants and Donations          | 0.00                                 | 124,475.27                           | 43.75                                    | 0.00  | 124,475.27          |
| Reimbursements                | 0.00                                 | 1,101.00                             | 0.00                                     | 0.00  | 1,101.00            |
| Miscellaneous                 | 6,846.27                             | 21,113.21                            | 6,999.57                                 | 3,050.00                                    | 18,063.21           |
| <b>Total Receipts</b>         | <b>307,235.93</b>                    | <b>2,478,980.51</b>                  | <b>2,109,132.60</b>                      | <b>2,701,153.00</b>                         | <b>(222,172.49)</b> |
| <b>Expenditures</b>           |                                      |                                      |  |   |                     |
| General Overhead              |                                      |                                      |  |   |                     |
| Salary & Benefits             | 1,472.10                             | 25,862.46                            | 40,326.50                                | 59,478.00                                   | (33,615.54)         |
| Employee Expenses             | 400.90                               | 1,877.02                             | 0.00                                     | 1,200.00                                    | 677.02              |
| Professional Fees             | 1,816.02                             | 184,315.07                           | 110,638.91                               | 184,716.00                                  | (400.93)            |
| General Operating Expenses    | 752.66                               | 11,246.17                            | 10,359.96                                | 21,630.00                                   | (10,383.83)         |
| Utilities                     | 24,606.75                            | 192,453.76                           | 175,213.41                               | 242,258.00                                  | (49,804.24)         |
| Equipment and Maintenance     | 0.00                                 | 95.04                                | 0.00                                     | 0.00  | 95.04               |
| Street and Stormwater         | 0.00                                 | 370.33                               | 0.00                                     | 264,670.00                                  | (264,299.67)        |
| Park and Events               | 0.00                                 | 3,025.00                             | 3,582.00                                 | 14,750.00                                   | (11,725.00)         |
| Intergovernmental             | 0.00                                 | 15,914.50                            | 7,280.50                                 | 0.00  | 15,914.50           |
| Interfund Transfers           | 0.00                                 | 0.00                                 | 0.00                                     | 296,730.00                                  | (296,730.00)        |
| <b>Total General Overhead</b> | <b>29,048.43</b>                     | <b>435,159.35</b>                    | <b>347,401.28</b>                        | <b>1,085,432.00</b>                         | <b>(650,272.65)</b> |
| Administrative                |                                      |                                      |  |   |                     |
| Salary & Benefits             | 28,091.56                            | 201,571.47                           | 195,993.94                               | 286,562.00                                  | (84,990.53)         |
| Employee Expenses             | 41.68                                | 5,762.67                             | 4,808.38                                 | 6,100.00                                    | (337.33)            |
| Professional Fees             | 0.00                                 | 1,460.00                             | 1,291.00                                 | 0.00  | 1,460.00            |
| General Operating Expenses    | 27.36                                | 18,126.73                            | 21,544.40                                | 18,030.00                                   | 96.73               |
| Park and Events               | 0.00                                 | 221.26                               | 487.35                                   | 2,000.00                                    | (1,778.74)          |
| Interfund Transfers           | 0.00                                 | 0.00                                 | 0.00                                     | 3,000.00                                    | (3,000.00)          |
| <b>Total Administrative</b>   | <b>28,160.60</b>                     | <b>227,142.13</b>                    | <b>224,125.07</b>                        | <b>315,692.00</b>                           | <b>(88,549.87)</b>  |

No assurance is provided. Substantially all disclosures omitted.



# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and Nine Periods Ended September 30, 2021 and 2020

|   | Month Ending<br>09/30/2021 | Year To Date<br>09/30/2021 | Year To Date<br>09/30/2020 | Year Ending<br>12/31/2021 |                     |
|---|----------------------------|----------------------------|----------------------------|---------------------------|---------------------|
|   | Actual                     | Actual                     | Prior Year                 | Current Budget            | Over/(Under) Budget |
| Public Works                              |                            |                            |                            |                           |                     |
| Salary & Benefits                         | 39,165.45                  | 287,250.08                 | 275,932.48                 | 389,236.00                | (101,985.92)        |
| Employee Expenses                         | 155.67                     | 3,601.82                   | 2,243.86                   | 6,900.00                  | (3,298.18)          |
| Professional Fees                         | 0.00                       | 5,945.00                   | 3,415.00                   | 15,000.00                 | (9,055.00)          |
| General Operating Expenses                | 2,242.53                   | 14,624.29                  | 14,793.61                  | 22,050.00                 | (7,425.71)          |
| Utilities                                 | 1,674.46                   | 11,198.44                  | 7,094.03                   | 23,500.00                 | (12,301.56)         |
| Equipment and Maintenance                 | 425.97                     | 28,811.30                  | 25,611.85                  | 44,000.00                 | (15,188.70)         |
| Interfund Transfers                       | 0.00                       | 0.00                       | 0.00                       | 40,000.00                 | (40,000.00)         |
| Total Public Works                        | 43,664.08                  | 351,430.93                 | 329,090.83                 | 540,686.00                | (189,255.07)        |
| Police                                    |                            |                            |                            |                           |                     |
| Salary & Benefits                         | 96,742.82                  | 679,977.28                 | 688,824.95                 | 1,053,180.00              | (373,202.72)        |
| Employee Expenses                         | 519.57                     | 10,481.04                  | 9,841.81                   | 26,500.00                 | (16,018.96)         |
| Professional Fees                         | 2,353.80                   | 46,089.20                  | 30,679.49                  | 65,800.00                 | (19,710.80)         |
| General Operating Expenses                | 3,871.40                   | 36,397.42                  | 32,374.67                  | 58,500.00                 | (22,102.58)         |
| Utilities                                 | 391.37                     | 2,131.59                   | 2,327.62                   | 5,000.00                  | (2,868.41)          |
| Equipment and Maintenance                 | 142.73                     | 6,154.33                   | 10,786.79                  | 17,974.00                 | (11,819.67)         |
| Park and Events                           | 0.00                       | 1,045.08                   | 0.00                       | 0.00                      | 1,045.08            |
| Interfund Transfers                       | 0.00                       | 0.00                       | 0.00                       | 20,000.00                 | (20,000.00)         |
| Total Police                              | 104,021.69                 | 782,275.94                 | 774,835.33                 | 1,246,954.00              | (464,678.06)        |
| Parks & Rec                               |                            |                            |                            |                           |                     |
| Professional Fees                         | 0.00                       | 161.00                     | 0.00                       | 10,000.00                 | (9,839.00)          |
| General Operating Expenses                | 257.98                     | 2,427.81                   | 980.67                     | 2,000.00                  | 427.81              |
| Utilities                                 | 359.07                     | 10,396.39                  | 16,777.63                  | 31,000.00                 | (20,603.61)         |
| Equipment and Maintenance                 | 699.83                     | 2,256.02                   | 7,086.92                   | 6,000.00                  | (3,743.98)          |
| Park and Events                           | 1,203.50                   | 2,917.52                   | 374.74                     | 11,850.00                 | (8,932.48)          |
| Total Parks & Rec                         | 2,520.38                   | 18,158.74                  | 25,219.96                  | 60,850.00                 | (42,691.26)         |
| Total Expenditures                        | 207,415.18                 | 1,814,167.09               | 1,700,672.47               | 3,249,614.00              | (1,435,446.91)      |
| Prior Year Cancelled Encumbrances         | 0.00                       | 12,810.51                  | 0.00                       | 0.00                      | 12,810.51           |
| <b>Receipts Over (Under) Expenditures</b> | <b>\$ 99,820.75</b>        | <b>\$ 677,623.93</b>       | <b>\$ 408,460.13</b>       | <b>\$ (548,461.00)</b>    | <b>1,226,084.93</b> |

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The One Period Ended September 30, 2021

|   | Other Funds  |  |  |  |   |   |
|---|--|--|--|--|---|---|
|   | Capital<br>Improvements<br>Fund<br>Month To Date<br>09/30/2021<br>Actual | Equipment<br>Reserve Fund<br>Month To Date<br>09/30/2021<br>Actual | Stormwater Fund<br>Month To Date<br>09/30/2021<br>Actual | Special Highway<br>Fund<br>Month To Date<br>09/30/2021<br>Actual | Woodside<br>TIF/CID Fund<br>Month To Date<br>09/30/2021<br>Actual | Debt Service<br>Fund<br>Month To Date<br>09/30/2021<br>Actual |
| <b>Receipts</b>                           |  |  |  |  |   |   |
| Taxes                                     |  |  |  |  |   |   |
| Ad Valorem Tax                            | 0.00   | 0.00   | 0.00   | 0.00   | 0.00  | 209.21  |
| City Sales & Use Tax - Special            | 27,751.00  | 0.00   | 0.00   | 0.00   | 0.00  | 0.00  |
| Motor Vehicle Tax                         | 0.00   | 0.00   | 0.00   | 0.00   | 0.00  | 584.89  |
| Total Taxes                               | \$ 27,751.00   | \$ 0.00  | \$ 0.00  | \$ 0.00  | \$ 0.00   | \$ 794.10   |
| Restricted Use                            |  |  |  |  |   |   |
| Stormwater Utility Fee                    | 0.00   | 0.00   | 1,752.78   | 0.00   | 0.00  | 0.00  |
| WV CID-1                                  | 0.00   | 0.00   | 0.00   | 0.00   | 15,878.14   | 0.00  |
| WV CID-2                                  | 0.00   | 0.00   | 0.00   | 0.00   | 7,010.13  | 0.00  |
| Interfund Transfers                       | 0.00   | 0.00   | 0.00   | 0.00   | 0.00  | 0.00  |
| Total Receipts                            | 27,751.00  | 0.00   | 1,752.78   | 0.00   | 22,888.27   | 794.10  |
| <b>Expenditures</b>                       |  |  |  |  |   |   |
| Equipment and Maintenance                 |  |  |  |  |   |   |
| Machinery & Equipment Purchase            | 0.00   | 3,492.88   | 0.00   | 0.00   | 0.00  | 0.00  |
| Total Equipment and Maintenance           | 0.00   | 3,492.88   | 0.00   | 0.00   | 0.00  | 0.00  |
| Miscellaneous                             |  |  |  |  |   |   |
| UMB CID Payment                           | 0.00   | 0.00   | 0.00   | 0.00   | 14,774.87   | 0.00  |
| Total Miscellaneous                       | 0.00   | 0.00   | 0.00   | 0.00   | 14,774.87   | 0.00  |
| Interfund Transfers                       | 0.00   | 0.00   | 0.00   | 0.00   | 0.00  | 0.00  |
| Total Expenditures                        | 0.00   | 3,492.88   | 0.00   | 0.00   | 14,774.87   | 0.00  |
| <b>Receipts Over (Under) Expenditures</b> | <b>\$ 27,751.00</b>  | <b>\$ (3,492.88)</b>   | <b>\$ 1,752.78</b>                                       | <b>\$ 0.00</b>   | <b>\$ 8,113.40</b>  | <b>\$ 794.10</b>  |

No assurance is provided. Substantially all disclosures omitted.



**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The Nine Periods Ended September 30, 2021

|   | Other Funds   |   |   |   |  |  |
|---|---|---|---|---|--|--|
|   | Capital<br>Improvements<br>Fund<br>Year To Date<br>09/30/2021<br>Actual | Equipment<br>Reserve Fund<br>Year To Date<br>09/30/2021<br>Actual | Stormwater Fund<br>Year To Date<br>09/30/2021<br>Actual | Special Highway<br>Fund<br>Year To Date<br>09/30/2021<br>Actual | Woodside<br>TIF/CID Fund<br>Year To Date<br>09/30/2021<br>Actual | Debt Service<br>Fund<br>Year To Date<br>09/30/2021<br>Actual |
| <b>Receipts</b>                           |   |   |   |   |  |  |
| Taxes                                     |   |   |   |   |  |  |
| Ad Valorem Tax                            | 0.00  | 0.00  | 0.00  | 0.00  | 0.00   | 15,197.90  |
| City Sales & Use Tax - Special            | 219,271.30  | 0.00  | 0.00  | 0.00  | 0.00   | 0.00   |
| Motor Vehicle Tax                         | 0.00  | 0.00  | 0.00  | 0.00  | 0.00   | 1,009.16   |
| Total Taxes                               | \$ 219,271.30   | \$ 0.00   | \$ 0.00   | \$ 0.00   | \$ 0.00  | \$ 16,207.06   |
| Restricted Use                            |   |   |   |   |  |  |
| Stormwater Utility Fee                    | 0.00  | 0.00  | 122,031.66  | 0.00  | 0.00   | 0.00   |
| State Hwy Maintenance                     | 0.00  | 0.00  | 0.00  | 11,074.35   | 0.00   | 0.00   |
| Special Highway Fund Revenue              | 0.00  | 0.00  | 0.00  | 35,953.99   | 0.00   | 0.00   |
| WV Ad Valorem Tax                         | 0.00  | 0.00  | 0.00  | 0.00  | 388,097.08   | 0.00   |
| WV CID-1                                  | 0.00  | 0.00  | 0.00  | 0.00  | 115,025.53   | 0.00   |
| WV CID-2                                  | 0.00  | 0.00  | 0.00  | 0.00  | 52,539.10  | 0.00   |
| Miscellaneous                             | 0.00  | 0.00  | 688.78  | 0.00  | 0.00   | 0.00   |
| Interfund Transfers                       | 0.00  | 0.00  | 0.00  | 0.00  | 0.00   | 0.00   |
| Total Receipts                            | 219,271.30  | 0.00  | 122,720.44  | 47,028.34   | 555,661.71   | 16,207.06  |
| <b>Expenditures</b>                       |   |   |   |   |  |  |
| Equipment and Maintenance                 |   |   |   |   |  |  |
| Repairs & Maint Leaf Truck                | 0.00  | 0.00  | 235.06  | 0.00  | 0.00   | 0.00   |
| Machinery & Equipment Purchase            | 0.00  | 27,572.09   | 0.00  | 0.00  | 0.00   | 0.00   |
| Special Highway Maintenance               | 0.00  | 0.00  | 0.00  | 353.51  | 0.00   | 0.00   |
| Total Equipment and Maintenance           | 0.00  | 27,572.09   | 235.06  | 353.51  | 0.00   | 0.00   |
| Street and Stormwater                     |   |   |   |   |  |  |
| Capital Improvement Expense               | 178,083.63  | 0.00  | 0.00  | 0.00  | 0.00   | 13,337.50  |
| Stormwater Expense                        | 0.00  | 0.00  | 1,002.49  | 0.00  | 0.00   | 0.00   |
| Leaf Pickup Expenses                      | 0.00  | 0.00  | 4,415.89  | 0.00  | 0.00   | 0.00   |
| Miscellaneous                             |   |   |   |   |  |  |
| UMB TIF Payment                           | 0.00  | 0.00  | 0.00  | 0.00  | 370,652.70   | 387.00   |
| UMB CID Payment                           | 0.00  | 0.00  | 0.00  | 0.00  | 99,147.39  | 0.00   |
| Interest on GO Bond                       | 0.00  | 0.00  | 0.00  | 0.00  | 0.00   | 43,206.26  |
| Total Miscellaneous                       | 0.00  | 0.00  | 0.00  | 0.00  | 469,800.09   | 43,593.26  |
| Interfund Transfers                       | 0.00  | 0.00  | 0.00  | 0.00  | 0.00   | 0.00   |
| Total Expenditures                        | 178,083.63  | 27,572.09   | 5,653.44  | 353.51  | 469,800.09   | 56,930.76  |
| <b>Receipts Over (Under) Expenditures</b> | <b>\$ 41,187.67</b>   | <b>\$ (27,572.09)</b>   | <b>\$ 117,067.00</b>                                    | <b>\$ 46,674.83</b>   | <b>\$ 85,861.62</b>  | <b>\$ (40,723.70)</b>  |

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Appropriation Ordinance No. 731**

**AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF SEPTEMBER 1, 2021 - SEPTEMBER 30, 2021 AND SUMMARIZING SAID EXPENDITURE HEREIN.**

|                            | <b>General<br/>Month Ending<br/>9/30/2021</b> | <b>Capital<br/>Improvements<br/>Month Ending<br/>9/30/2021</b> | <b>Equipment<br/>Reserve<br/>Month Ending<br/>9/30/2021</b> | <b>Stormwater<br/>Month Ending<br/>9/30/2021</b> | <b>Special Highway<br/>Month Ending<br/>9/30/2021</b> | <b>Woodside<br/>TIF/CID<br/>Month Ending<br/>9/30/2021</b> | <b>Debt Service<br/>Month Ending<br/>9/30/2021</b> | <b>Total All Funds<br/>Month Ending<br/>9/30/2021</b> |
|----------------------------|---|--|---|--|---|--|--|---|
| <b>Expenditures</b>        |   |  |   |  |   |  |  |   |
| Salary & Benefits          | 165,471.93                                    | 0.00   | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 165,471.93  |
| Employee Expenses          | 1,117.82                                      | 0.00   | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 1,117.82  |
| Professional Fees          | 4,169.82                                      | 0.00   | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 4,169.82  |
| General Operating Expenses | 7,151.93                                      | 0.00   | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 7,151.93  |
| Utilities                  | 27,031.65                                     | 0.00   | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 27,031.65   |
| Equipment and Maintenance  | 1,268.53                                      | 0.00   | 3,492.88  | 0.00   | 0.00  | 0.00   | 0.00   | 4,761.41  |
| Park and Events            | 1,203.50                                      | 0.00   | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 1,203.50  |
| Miscellaneous              | 0.00  | 0.00   | 0.00  | 0.00   | 0.00  | 14,774.87  | 0.00   | 14,774.87   |
| Interfund Transfers        | 0.00  | 0.00   | 0.00  | 0.00   | 0.00  | 0.00   | 0.00   | 0.00  |
| <b>Total Expenditures</b>  | <b>207,415.18</b>                             | <b>0.00</b>  | <b>3,492.88</b>   | <b>0.00</b>                                      | <b>0.00</b>   | <b>14,774.87</b>   | <b>0.00</b>  | <b>225,682.93</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 2021 are consistent with that budget and are hereby authorized, ratified and approved.

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

**ADOPTED** this 14th day of October, 2021.

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

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



## COUNCIL ACTION FORM

Meeting Date: October 14, 2021

Staff Contact: Ryan Denk, City Attorney

---

Agenda Item: Consider Letter to DIRECTV, LLC Notifying it to Pay Video Service Provider Fee

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

DIRECTV, LLC notified the City of Westwood<sup>1</sup> that Southwestern Bell Telephone Company d/b/a AT&T Kansas has transferred its Kansas video service authorization to its affiliate, DIRECTV, LLC, which intends to begin providing video service in Westwood, Kansas on or after July 31, 2021. On September 17, 2021, DIRECTV notified the City that it intends to begin providing video service in Westwood effective September 14, 2021 (included in this meeting packet).

Video service provider agreements are approved via state statute KSA 12-2024. Similar to the agreement the City has with TimeWarner and Google Fiber, which currently provide video services in Westwood, DIRECTV will be asked to pay 5% of their gross receipts to the City as part of their video service provider fee.

### **Staff Comments/Recommendation**

Although no formal action is required of the City to collect this video service provider fee, it is in the City's interest and is a best practice among other cities, to send a letter to the video service provider notifying it of its responsibility to pay this 5% fee to the City. A draft of this letter is included in the meeting packet for your review and consideration.

Staff recommends the City Council authorize and direct the Mayor to execute this letter and for City staff to send it to DIRECTV, LLC.

### ***Suggested Motion***

*I move to authorize and direct the Mayor to execute a letter to DIRECTV, LLC directing it to pay 5% of its gross receipts to the City in response to its stated intent to provide video services in Westwood and for City staff to send such letter to DIRECTV, LLC.*

---

<sup>1</sup> Notice was received by the City on August 31, 2021 by way of the letter from AT&T dated August 24, 2021, which is included in this meeting packet.



Molly Kocour Boyle  
President  
AT&T Kansas

220 SE 6th Avenue  
Room 216  
Topeka, Kansas 66603

T: (913)634-9404  
mk857a@att.com

RECEIVED

AUG 31 2021

City of Westwood KS

Via Certified

August 24, 2021

Westwood  
Leslie Herring, City Clerk  
4700 Rainbow Boulevard  
Westwood, Kansas 66205

Dear Leslie Herring, City Clerk:

This letter is to notify you, in accordance with Section 12-2023(c) of the Kansas Statutes Annotated ("K.S.A."), that as of July 31, 2021, Southwestern Bell Telephone Company d/b/a AT&T Kansas has completed the transfer of its Kansas Video Service Authorization to its affiliate, DIRECTV, LLC. The transfer took place in connection with AT&T's transfer of its multichannel video distribution businesses, including the U-verse IP-enabled video service, to a new affiliate in which AT&T retains a majority economic interest, with TPG Capital holding a minority economic interest.

**You do not need to take any action in response to this notice.** Consistent with K.S.A. § 12-2023(a) and Kansas Administrative Regulations ("K.A.R.") § 82-15-1(b)(4), DIRECTV, LLC has submitted an initial application for a video service authorization with the Kansas Corporation Commission. As AT&T Kansas has done to date, DIRECTV, LLC will continue to provide the U-verse IP-enabled video service and remit any applicable video service provider fees in accordance with Kansas law. The residents of Westwood will continue to receive the same high-quality service that they enjoy today without need for any additional action on their part.

The AT&T Kansas team will remain as your local U-verse representative. If you have any questions regarding this matter, please contact Chris Carroll at (913) 972-2536 or [chris.carroll@att.com](mailto:chris.carroll@att.com).

Sincerely,

Molly Kocour Boyle  
President – AT&T Kansas





**Brian M. Regan**  
Vice President –  
Associate General Counsel  
DIRECTV

**DIRECTV, LLC.**  
2260 E. Imperial Hwy,  
El Segundo, CA 90245

T: 310.964.3982  
M: 310.612.6886  
bmregan@att.com

Via Certified

September 17, 2021

Westwood  
Leslie Herring, City Clerk  
4700 Rainbow Boulevard  
Westwood, Kansas 66205

Dear Leslie Herring, City Clerk:

In accordance with Section 12-2024 of the Kansas Statutes Annotated, DIRECTV, LLC hereby provides this executed Video Service Provider Agreement to be filed with the Westwood clerk, which shall be effective immediately. DIRECTV, LLC was granted authorization by the state of Kansas to provide video service in Westwood on September 14, 2021. This grant was in connection with a transaction whereby AT&T transferred its multichannel video distribution business, including the U-verse IP-enabled video service, to a new affiliate. As of September 14, 2021, the legal entity providing the U-verse IP-enabled video service in Kansas is DIRECTV, LLC.

If you have any questions regarding this matter, please contact your local U-verse representative, Chris Carroll at (913) 972-2536 or [chris.carroll@att.com](mailto:chris.carroll@att.com).

Sincerely,

A handwritten signature in black ink that reads "Brian M. Regan". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brian M. Regan  
Vice President - Assoc. Gen. Counsel and Sec.  
DIRECTV, LLC

Enclosure

## VIDEO SERVICE PROVIDER AGREEMENT

DIRECTV, LLC was granted authorization by the state of Kansas to provide video service in Westwood on September 14, 2021, and hereby executes this agreement with Westwood.

DIRECTV, LLC will begin providing video service in Westwood on or after September 14, 2021.

DIRECTV, LLC may be contacted by Westwood at the following telephone number:  
(310)-964-3982.

DIRECTV, LLC may be contacted by customers at the following telephone number:  
866-996-2349 or 800-531-5000.

DIRECTV, LLC agrees to update this contact information with Westwood within 15 calendar days in the event that such contact information changes.

DIRECTV, LLC acknowledges and agrees to comply with Westwood's local right-of-way ordinance to the extent the ordinance is applicable to DIRECTV, LLC and not contrary to state and federal laws and regulations. DIRECTV, LLC hereby reserves the right to challenge the lawfulness or applicability of such ordinance to DIRECTV, LLC.

By entering into this agreement, neither the municipality's nor DIRECTV, LLC's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the agreement, neither the municipality nor DIRECTV, LLC waive any rights, but instead expressly reserve any and all rights, remedies and arguments the municipality or DIRECTV, LLC may have at law or equity, without limitation, to argue, assert and/or take any position as to the legality or appropriateness of any present or future laws, ordinances and/or rulings.

WHEREFORE, Pursuant to K.S.A. 12-2024, this Video Service Provider Agreement is hereby filed with the city clerk of the city of Westwood and is effective upon filing.

Signed September 17, 2021



---

Brian M. Regan  
Associate General Counsel and Secretary, DIRECTV, LLC





October 15, 2021

**Sent via email to [bmregan@att.com](mailto:bmregan@att.com) and [chris.carroll@att.com](mailto:chris.carroll@att.com)**

Brian M. Regan  
V.P. – Assoc. General Counsel  
DIRECTV, LLC 2260 E. Imperial Hwy.,  
El Segundo, CA 90245

Chris Carroll  
5400 Foxridge Drive, Room 101  
Mission, KS 66202

**Re: Notice to Provide Video Service in the City of Westwood, Kansas**

Dear Mssrs. Regan and Carroll:

This letter constitutes the City of Westwood's written notice instructing DIRECTV, LLC to calculate and pay to the City a video service provider fee, per K.S.A. 12-2024(b). This video service provider fee shall be calculated in the amount of 5% of "gross revenues" as that term is defined by State law.

This letter additionally constitutes the City of Westwood's written notice that, pursuant to K.S.A. 12-2023(k), DIRECTV, LLC shall have 90 days to comply with the customer service requirements consistent with 47 C.F.R. 76.309(c) for its video service to be provided within the City of Westwood.

This letter additionally constitutes the City of Westwood's request, pursuant to K.S.A. 12-2023(m), for DIRECTV, LLC to provide information to the City regarding DIRECTV, LLC's process for receiving requests for the extension of video services to customers that reside within the City of Westwood.

All payments for the video service provider fee should be directed to the attention of the City's Chief Administrative Officer, Leslie Herring. All other notices and information should be directed to the attention of the City's Chief Administrative Officer with a copy to Ryan Denk, City Attorney.

Sincerely,

David E. Waters  
Mayor



## Chief Administrative Officer/City Clerk Report

October 2021

To: Mayor and City Council  
From: Leslie Herring, Chief Administrative Officer/City Clerk  
Date: October 14, 2021  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

3<sup>rd</sup> Quarter (October) through 3<sup>rd</sup> Quarter (December) 2021

- *Create a Records Retention Policy*
  - Not yet started.
- *Create a Citizen Satisfaction Strategic Plan of Action*
  - 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.
- *Review and consider updates to the Comprehensive Plan and the City's zoning ordinance*
  - The Planning Commission is working from a schedule that forecasts final adoption of changes to occur by the end of 2021. The Planning Commission is reviewing redline draft edits at its regular November meeting.
- *Create City Council Strategic Planning*
  - Staff will propose 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.
- *Execute the City's future facilities plan and plan for future use of City-owned/optioned property*
  - The City's ULI TAP is scheduled for October 2021 and is intended to provide the City Council will recommendations and guidance related to the long-term disposition of City property.
  - Staff will draft a request for qualifications for the City facilities assessment, with the aim of engaging a professional services firm for this work in early 2022.
  - Staff is vetting options for engaging an owner's representative to help manage the various development proposals that are anticipated to be received over the next several years as a result of the ULI TAP and the City facilities assessment.
- *Support the City's Pavement Management Plan*
  - City Administration staff will support the Public Works Department as it leads the process of engaging in a joint contract for professional services to evaluate the City's streets and sidewalks and recommend prioritization of projects for inclusion in future CIPs.



- Inventory the City's Assets
  - Staff will work with the City's insurance broker to conduct an inventory of the City's assets.

## **Building Services**

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

### *Residential*

New Construction – None

Additions – None

Alterations

- 4837 Booth St. – Basement finish
- 2332 W. 51<sup>st</sup> St. – Kitchen remodel

Demolition – None

### *Commercial*

New Construction – New

Additions – None

Alterations – 4719 Rainbow Blvd. – Tenant finish for Unforked

Demolition – None

## COUNCIL ACTION FORM

Meeting Date: October 14, 2021

Staff Contact: Leslie Herring, CAO / City Clerk

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Agenda Item: Consider Executing a Value Lease Agreement with GFI Digital for a Renewed 60-month Copier Lease

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### Background / Description of Item

The main copier/printer/scanner used in City Hall and the smaller fax machine/scanner/printer used in the Police Department operate under a single lease agreement with GFI Digital, which was originally executed in September 2011 and then renewed for another five-year term in October 2016. The City's current agreement expires in October 2021 and the City is in a position to either:

- a. Purchase both pieces of equipment from GFI for fair market value;
- b. Renew the agreement with GFI; or
- c. Return the equipment to GFI and pursue an alternate option for the City's scanning, copying, printing, and faxing needs.

### Staff Recommendation

Staff has been satisfied with the equipment and service provided by GFI but, in an effort to perform due diligence, solicited pricing from another vendor. Although the pricing between the two companies was competitive, in an effort to reduce the City's costs, staff successfully negotiated rates and services with GFI that were commensurate with the introductory rate being offered by the other company, Toshiba.

As a result, GFI has presented the City with a five-year lease renewal for new, updated equipment for a monthly lease rate of \$242/month vs. the current/expiring monthly lease rate of \$326. This contract amount also includes an increased number of copies allowed before the City pays for overages as well as a reduced price for each of those copies over the allowable amount. Overall, this lease agreement represents a cost savings to the City from the past five-year agreement and the City will benefit from upgraded, modern equipment.

City staff recommends renewing its lease agreement with GFI at these new rates.

### Suggested Motion

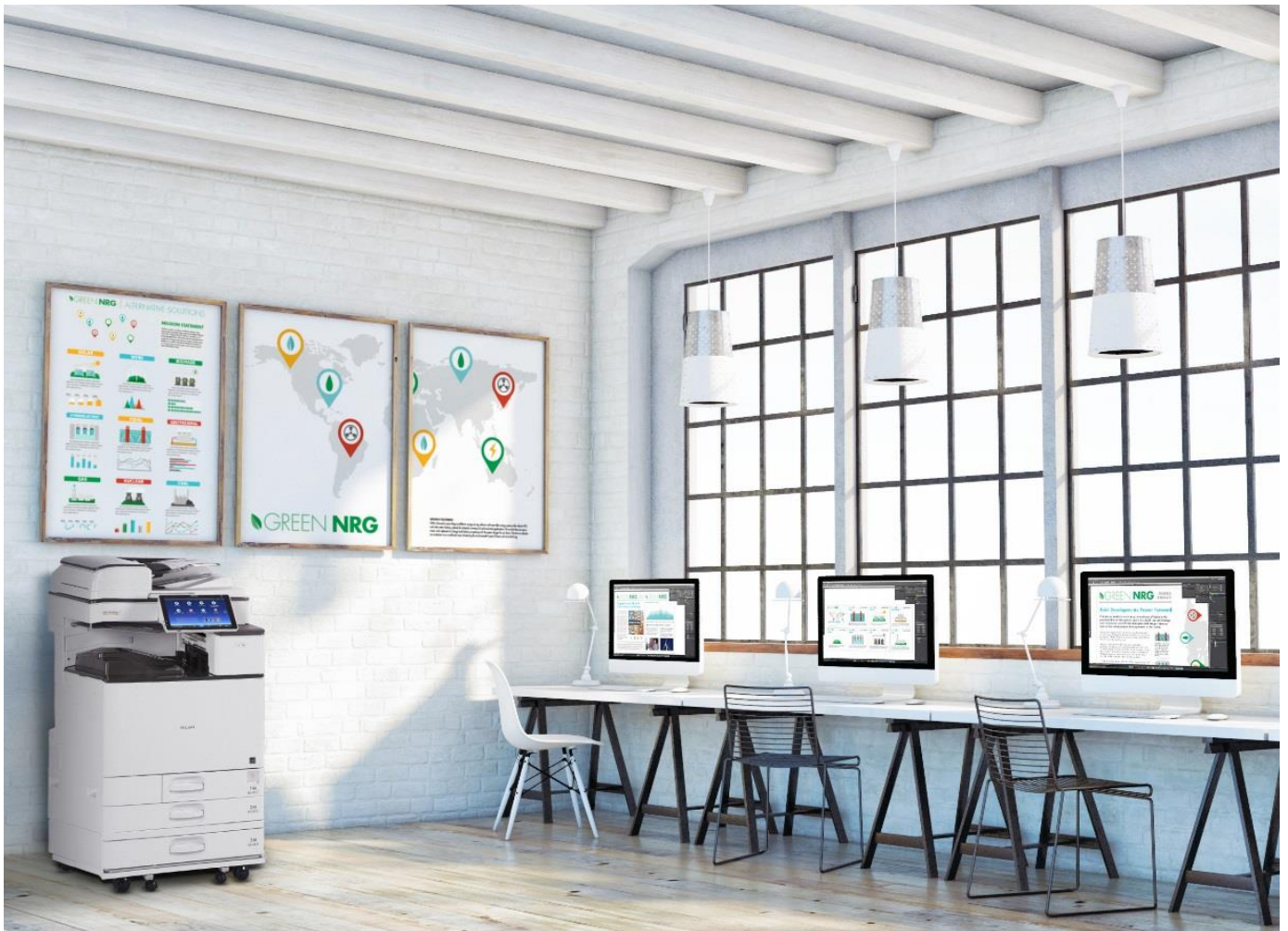
*I move to authorize the Mayor to sign the Value Lease Agreement with GFI Digital for a new 60-month copier lease, subject to contract review by the City Attorney.*





**WE MAKE  
TECHNOLOGY  
SIMPLE.**

COPIERS & PRINTERS  
MANAGED PRINT SERVICES  
MANAGED NETWORK SERVICES  
ADVANCED TECHNOLOGY



**PREPARED FOR:**



**SUBMITTED BY:**

Kaylee Larkins  
Account Manager  
[klarkins@gfidigital.com](mailto:klarkins@gfidigital.com)  
816-813-0719

# OUR STORY

From a humble beginning in 1999, GFI Digital has grown into the industry leader in office technology.

Founder & President Bruce Gibbs says our commitment to service is what sets us apart. We've hand selected the best service, sales, and implementation teams in the industry and continue to grow with these principles.



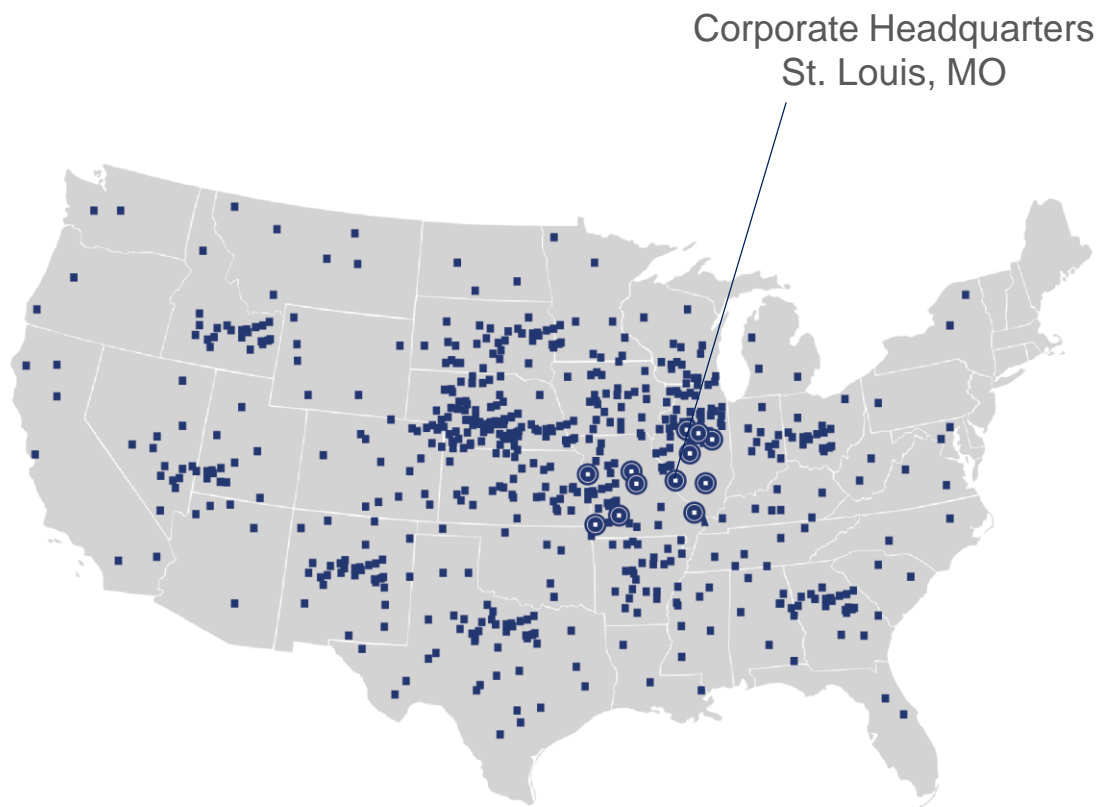
**BRUCE GIBBS**  
FOUNDER & PRESIDENT

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***“Our Mission is to Develop and Support Our Customers and Employees through Our Commitment to Service Excellence.”***

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St. Louis, MO  
Jefferson City, MO  
Columbia, MO  
Kansas City, KS  
Champaign, IL  
Mount Vernon, IL  
Springfield, IL  
Cape Girardeau, MO  
Springfield, MO  
Joplin, MO  
Bloomington, IL  
Peoria, IL





# OUR SOLUTIONS.

Since 1999 we have been committed to service excellence. Our priority is finding the right people, partners, and solutions for our customers.

## We Make Technology Simple.

As an industry leader we have the capability to be your one vendor solution for all of your office technology needs.



## Office Equipment

Offering two of the leading copier brands in the industry means we know how to find the right fit for your office environment. Each product line provides unique features to meet your printing & scanning needs. Our goal is to make your life easier!

**SHARP** | **RICOH**

## Advanced Technology

Our engineers are the best in the business. They have the tenure required to consult, design, implement, and support even the most advanced technology projects. Services include Networking, Data Center, Security, Backup & Disaster Recovery, and Applications.

  
**Hewlett Packard**  
Enterprise

  
**CISCO**  
Meraki

  
**datto**

**vmware**

**DELL**EMC

## Managed Print

Increase productivity & reduce the cost of printing by discovering how GFI Digital can be your one-vendor solution for service, supplies, and maintenance. Our automated system ensures you'll have toner, supplies, and support when you need it for optimal efficiency.

## Managed Network

Our customizable programs range from enterprise-level IT support to supplying a completely outsourced IT department. Our team of experts provide help desk service and 24/7 monitoring to ensure network uptime so you can focus on running your business, NOT your Technology.

**DIGITALNET**

# ACCREDITATIONS

## Recognition

- Pro's Elite Dealer
- Top Places to Work – St. Louis Post Dispatch
- Ricoh RFG Circle of Excellence Certified Dealership
- Sharp Hyakuman Kai Elite for Outstanding Sales Achievement
- U.S. Bank Top Level Elite Award



## Certifications

- EFI/Fiery Certified: Fiery Channel Incentive Platinum Partner
- CompTIA A+ Certified
- Microsoft Certified
- Certified HPE Business Partner
- Certified Cisco Partner
- Certified VMWARE Partner
- Certified DellEMC Partner



## Trusted Reliability



## Award-Winning





# SERVICE TECHNICIANS

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- GFI Employees, NO 3<sup>rd</sup> Party Techs
- \$10K-\$15k in Parts Per Technician Stocked on Vehicle at ALL TIMES
- Replenish Used Parts Daily
- Company Cell Phones, Laptops, and Fuel Cards
- Bonus Program For Equipment Uptime



# CALL ESCALATION PROCESS

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GFI Digital factory trained Service Technicians will respond to all service calls in a timely manner. In the rare event we cannot fix a machine during a routine service call or a customer's machine is totally down the following escalation process will go into effect:

1. Technician will immediately inform Service Manager.
2. Service Manager will investigate issue through online manufacturer's websites & Global Knowledge Base.
3. Service call will be placed on manufacturer's hotline website.
4. Service Manager will inform manufacturer Service Support Representative for onsite support if needed.
5. Service Manager will inform Sales Representative and Sales Management staff via e-mail on status of issue and resolution.
6. Service manager will communicate with customer/end user on status of issue resolution.
7. Service loaner equipment will be provided in the event that that equipment purchased from GFI Digital and covered under the maintenance agreement cannot be repaired at customer's site.
8. Equipment will be returned to GFI Digital for repair.
9. Equipment will be returned to customer in a timely manner when all repairs have been completed and the equipment has been fully inspected and tested.
10. Service Manager will follow up with customer/end user and Sales Representative and Sales Management staff when resolution is complete to ensure all parties are satisfied.



# TOTAL CALL PROCEDURE



*Always make sure the customer is 100% satisfied. If at any point they are not, immediately notify your manager!*

## CALL AHEAD

1. Call customer as soon as possible once receiving call (within a half hour or less).
2. Speak to the person who placed the call and try and help customer over the phone. Phone fix if possible.
3. Give customer a reasonable ETA (4 hours or less).
4. If ETA cannot be agreed upon call manager immediately to redistribute call load.

## DISPATCH

1. Prior to dispatching, review service history and determine parts needed to avoid incomplete calls.
2. Fill out service daily neatly and accurately (include contact names).
3. Dispatch to call via Remote Tech.

## ARRIVE

1. Arrive at call via Remote Tech. Fill out and review contact information on service daily.
2. Gather parts and tools required to do the call (don't forget vacuum cleaner!!!).
3. Present business card to customer and politely introduce yourself.
4. Review service issues with person who placed the call. If possible have them run the job that they were having an issue with.  
Collect all information and samples possible.

## SERVICE

1. Check ID tag and serial number of machine. Verify they match the information in Remote Tech.
2. Print out and review service logs. Check PM, JAM, and TROUBLE counters.
3. Duplicate and fix service issue.
4. Perform preventive maintenance if needed. Avoid scheduling PM's if possible!! You and the customer are better off if you can do maintenance at the time of the original call.
5. Clean and inspect the following on every service call: ADF, OPTICS, PROCESS UNIT, FUSER, PAPER FEED & PAPER PATH, PAPER TRAYS, FINISHER, and MACHINE EXTERIOR. Take extra care to make sure the machine looks clean.
6. Check and fill paper trays. Empty the waste toner.
7. Test all functions of machine including all paper sources and finishing options. Test copy quality using test charts.
8. Neatly and accurately fill out service log and clear jam and trouble counters.
9. Always make sure your work area is left clean of any parts, paper, and especially toner spills.

## REVIEW

1. Review service call with customer and get signature on service daily/charge ticket.
2. Find out if the customer has any other service issues.
3. Have the customer run the machine to verify they are satisfied.
4. Check customer supplies and return any extra to GFI.
5. If you must incomplete the call for any reason, call manager to discuss and approve, then give customer an ETA when you expect to return to complete repairs.

## COMPLETE

1. Fill out service daily completely. Make sure meters and parts/supply numbers are filled in neatly and accurately (Circle any number not closed in Remote Tech).
2. Close out call via Remote Tech to include: problem and repair codes, odometer readings, all parts/supplies used or needed and accurate meter reads. Meters must be entered accurately at all times (inform dispatch of any meter rolls).
3. Prepare to dispatch to next call.

## FOLLOW UP

1. Immediately inform manager on any potential problems with equipment or unsatisfied customers.
2. Follow up with parts department on any parts orders, which you have not received within 3 days.
3. Keep your manager informed on parts status for incomplete calls, and any other service issues, that can affect the customer and your ability to provide service beyond.
4. Follow up with customer and manager on any delay in repairing equipment, and any intermittent service issues.

# THE HELPDESK

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Our helpdesk is a resource for our copier and printer customers. The helpdesk members are our first responders in service calls. We provide quick support and can often answer questions and fix issues without having to come onsite.

## GFI Digital Helpdesk Services are FREE!

*Helpdesk Services Include the Following:*

- **Installing print drivers** (PC or Mac)
- **Repairing printing issues non-hardware related**
- **Setting up and repairing scan to folder/email**
- **Troubleshooting fax issues before dispatching a service tech**
- **Assistance with complex print jobs** (ex- Bulletins, Booklets, Specific Folds)
- **FM Audit support and installation**
- **Answering general inquiries regarding equipment** (how to print envelopes, how to retrieve user counts, secure printing, how to configure preset buttons to home screen etc.)
- **Training end users on proper machine function**
  - Mobile printing vendor specific apps
  - Changing MFP default settings (scan, copy and fax related)
  - How to scan/copy specific jobs



# **CURRENT SITUATION**

**Ricoh MP C2004**

**Ricoh MP C306**

Total Average Monthly Volumes:

- B/W: 2,158
- Color: 1,023

## **PRICE BREAKDOWN**

Current Lease Payment is \$326.01

- Includes 1,700 B&W images per month
- Includes 300 color images per month

Average Monthly Maintenance:

- BW – overage of 458 @ .01757 = \$8.05
- Color – overages of 723 @ .13177 = \$95.27

**Average Monthly Spend: \$429.33**



## PROPOSED SOLUTION

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### **NEW Ricoh IM C2500**

- 25 ppm Color Laser MFP
- 80 Image Per Minute Simplex Scanning
- 1200x1200 dpi resolution
- Fully Customizable Touch Screen Control Panel
- Scan to email/network folder
- Print from your Mobile Device/Tablet
- Scanning in color for Free
- New to Market – Latest Ricoh Model
- Buyers Lab Award Winner

#### **Configuration:**

- 4 X 550 Sheet Paper Drawers



### **Off-Lease MP C307**

- 30 ppm Color Laser MFP
- 80 Image Per Minute Simplex Scanning
- 1200x1200 dpi resolution
- Fully Customizable Touch Screen Control Panel
- Scan to email/network folder
- Single pass scanning
- Print from your Mobile Device/Tablet
- Scanning in color for Free



## **60 Month Program**

**\$242.00/mo.**

**Monthly Savings over 180.00 per month**

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Program includes 2,000 b/w images per month. Any b/w images over 2,000 will be billed at .01 per image. Additionally, this program will include 1,000 color images per month. Any color images over 1,000 will be billed at .065 per image.

Includes all maintenance, all parts, all labor, all toner, preventative maintenance calls and intervening calls on-site. All service will be provided by GFI Digital manufacturer trained service personnel. Additionally, unlimited helpdesk support for IT related print and scan issues is included. Delivery, installation, connectivity, and training are included.



# PERFORMANCE BOND

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**GFI Digital will credit your account \$50.00 if our average response time for emergency service calls exceed 4 hours.**

GFI Digital guarantees your leased Copier or Facsimile will perform for the term of your lease and if repairs cannot be made

GFI Digital will replace your equipment with a unit of similar capabilities.

GFI Digital will provide operator training at installation and, at no charge, additional training as needed.

GFI Digital will stock adequate inventories of parts and supplies for your equipment.

GFI Digital asks that you as the customer use the equipment within the manufacturer's specifications, maintain said equipment under full maintenance/supply programs by us, keep your account current, and notify GFI Inc. President, Bruce Gibbs, in writing within 15 days of any violations of this Performance Bond by GFI Digital.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
GFI Digital, Inc.

Date\_\_\_\_\_

Date\_\_\_\_\_

# MAINTENANCE AGREEMENT

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Maintenance pricing includes all of the following: (staples and paper are excluded from the contract)

- Toner
- Drums
- On – site Maintenance
- Preventative Maintenance
- All Parts
- Replacement of loaner equipment in the event of machine failure
- 4 hour response time
- All service will be provided by GFI Digital manufacturer trained service personnel
- 8:00 am to 5:00pm service, Monday through Friday
- Unlimited Helpdesk support

# STATEMENT OF CONFIDENTIALITY & NON-DISCLOSURE

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## Reservation of Rights

The enclosed materials are proprietary to GFI Digital, Inc. ("GFI"), and GFI reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to GFI Digital and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of GFI Digital. These materials summarize a proposed equipment and or services solution. They are intended for informational purposes only to assist you in your evaluation of GFI Digital as a potential business partner. These materials do not represent an offer or a binding agreement. Accordingly, neither you nor GFI Digital will have any obligations unless and until we enter into mutually acceptable definitive written GFI Digital purchase, lease and/or service agreements. Such agreements will set forth the entire and specific understanding between us with respect to the actual equipment and/or services to be provided. We are pleased to provide you with "sample" copies of such agreements upon request.





# Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

**12163 Prichard Farm Road • Maryland Heights, MO 63043 • Phone: 314.997.6300 • Fax: 314.997.6064**

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to GFI Digital, Inc.

**CUSTOMER INFORMATION**

|  |        |       |                        |     |
|--|--------|-------|------------------------|-----|
| FULL LEGAL NAME                              |        |       | STREET ADDRESS         |     |
| City Of Westwood                             |        |       | 4700 Rainbow           |     |
| CITY   | STATE  | ZIP   | PHONE                  | FAX |
| Westwood                                     | Kansas | 66205 | 913-362-1550           |     |
| BILLING NAME (IF DIFFERENT FROM ABOVE)       |        |       | BILLING STREET ADDRESS |     |
| CITY   | STATE  | ZIP   | E-MAIL                 |     |
| EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) |        |       |                        |     |

**EQUIPMENT DESCRIPTION**

| MAKE/MODEL/ACCESSORIES | SERIAL NO. | STARTING METER | NOT FINANCED UNDER THIS AGREEMENT |
|------------------------|------------|----------------|-----------------------------------|
| Ricoh IM C2500         |            |                | <input type="checkbox"/>          |
| Ricoh MP C307          |            |                | <input type="checkbox"/>          |
|                        |            |                | <input type="checkbox"/>          |
|                        |            |                | <input type="checkbox"/>          |
|                        |            |                | <input type="checkbox"/>          |
|                        |            |                | <input type="checkbox"/>          |
|                        |            |                | <input type="checkbox"/>          |
|                        |            |                | <input type="checkbox"/>          |

☐ See attached Schedule A ☐ See attached Billing Schedule

**TERM AND PAYMENT INFORMATION**

60 Payments\* of \$ 242.00 *If you are exempt from sales tax, attach your certificate.* *\*plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

|                  |       |                       |                                      |                 |
|------------------|-------|-----------------------|--------------------------------------|-----------------|
| Payment includes | 2,000 | B&W pages per month   | Overages billed quarterly at \$ .01  | per B&W page*   |
| Payment includes | 1,000 | Color pages per month | Overages billed quarterly at \$ .065 | per Color page* |

**END OF TERM OPTIONS**

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. \_\_\_\_ Customer's Initials

☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. \_\_\_\_ Customer's Initials

**Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.****LESSOR ACCEPTANCE**

GFI Digital, Inc.

LESSOR

SIGNATURE

TITLE

DATED

**CUSTOMER ACCEPTANCE**

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

City Of Westwood

CUSTOMER (as referenced above)

X

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

**DELIVERY & ACCEPTANCE CERTIFICATE**

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

X

CUSTOMER (as referenced above)

SIGNATURE / PRINT NAME

TITLE

ACCEPTANCE DATE

PRINT NAME

**TERMS AND CONDITIONS**

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)



**2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

**5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

**8. END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

**10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

**11. WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

**12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

**13. MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 of this Agreement for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.





EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO.

Supplier:



12163 Prichard Farm Road  
Maryland Heights, MO 63043  
Phone: 314.997.6300  
Fax: 314.997.6064

**Value Lease Agreement**

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092  
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

**CUSTOMER INFORMATION**

|  |                 |              |  |     |
|--|-----------------|--------------|--|-----|
| FULL LEGAL NAME<br>City of Westwood          |                 |              | STREET ADDRESS<br>4700 Rainbow Boulevard |     |
| CITY<br>Westwood,                            | STATE<br>Kansas | ZIP<br>66205 | PHONE<br>(913) 362-1550                  | FAX |
| BILLING NAME (IF DIFFERENT FROM ABOVE)       |                 |              | BILLING STREET ADDRESS                   |     |
| CITY   | STATE           | ZIP          | E-MAIL                                   |     |
| EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) |                 |              |  |     |

**EQUIPMENT DESCRIPTION**

|  |            |                |
|--|------------|----------------|
| MAKE/MODEL/ACCESSORIES<br>Ricoh C2004<br><del>Ricoh 305SPF</del> <u>Ricoh C306</u> | SERIAL NO. | STARTING METER |
|--|------------|----------------|

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A

☐ See the attached Billing Schedule
**TERM AND PAYMENT SCHEDULE**

|                  |                 |                       |  |      |                        |
|------------------|-----------------|-----------------------|--|------|------------------------|
| 60               | Payments* of \$ | 304.00                | The lease contract payment ("Payment") period is monthly unless otherwise indicated. |      | *plus applicable taxes |
| Payment includes | 1,700           | B&W Pages per month   | Overages billed monthly at \$  | .012 | per B&W page*          |
| Payment includes | 300             | Color Pages per month | Overages billed monthly at \$  | .09  | per Color page*        |

**END OF LEASE OPTIONS**

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

- ☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.  
☐ 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

Customer's Initials  
Customer's Initials

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

**LESSOR ACCEPTANCE**

U.S. Bank Equipment Finance

|        |           |       |       |
|--------|-----------|-------|-------|
| LESSOR | SIGNATURE | TITLE | DATED |
|--------|-----------|-------|-------|

**CUSTOMER ACCEPTANCE**

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CITY OF WESTWOOD, KANSAS  
CUSTOMER (as referenced above)

48-6084600  
FEDERAL TAX I.D. #

**ACCEPTANCE OF DELIVERY**

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

|                                |           |       |                  |
|--------------------------------|-----------|-------|------------------|
| CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATE OF DELIVERY |
|--------------------------------|-----------|-------|------------------|

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.
4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.
5. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.
8. **SIGNATURES, ADDITIONAL DOCUMENTS, MISC.:** The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.
10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**
11. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.
12. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per page" charge that exceeds the number of pages originally designated in this Agreement ("Overages") by a maximum of 15% of the existing "cost per page" charge.
13. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.
14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.





EQUIPMENT FINANCE

STATE AND LOCAL  
GOVERNMENT ADDENDUM

AGREEMENT #  
2163505

Addendum to Agreement # 2163505, between CITY OF WESTWOOD, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**U.S. Bank Equipment Finance**

Lessor

Signature

Title

Date

**CITY OF WESTWOOD**

Customer

X

Signature

Title

Date

10/2/2016

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



## **COUNCIL ACTION FORM**

Meeting Date: October 14, 2021

Staff Contact: Leslie Herring, CAO/City Clerk

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Agenda Item: Consider Resolution No. 99-2021 a contract between City of Westwood and the Kansas State Employees Health Care Commission (HCC) for inclusion in the Non State Public Employers (NSPE) portion of the State Employee Health Plan (SEHP)

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

The City of Westwood currently contracts with the Kansas State Employees Health Care Commission (HCC) for inclusion in the Non-State Public Employers (NSPE) portion of the State Employee Health Plan (SEHP) for health, dental and vision insurance for its employees.

Westwood first established a contract with State of Kansas for insurance benefits in 2003. Prior to 2003 insurance benefits was provided by Mid-America Regional Council Insurance Trust (MARCIT) which is now Midwest Public Risk (MPR). The current contract expires December 31, 2021, with an October 1, 2021 renewal/notification deadline for continued participation in the plan, or formal notice to the HCC of intent to withdraw, effective December 31, 2021.

The SEHP runs on a three-year contract cycle, with the City last renewing the agreement in October 2019.

### **Staff Comments/Recommendation**

In anticipation of the contract renewal date, City staff has worked to gather pricing and benefits coverage comparison and has received data from both Midwest Public Risk (a not-for-profit group-funded pool based in Independence, Missouri) and a currently-forming cooperative pool forming under KMIT (the City's workers compensation provider)/IMA, which is attempting to broker a plan with Blue Cross Blue Shield of Kansas effective January 1, 2022<sup>1</sup>.

Following a comparison of available coverage and rates, City staff, in coordination with the Mayor and the Administration & Compensation Committee Chair recommend the City move away from the SEHP and to MPR. In reviewing notes from following benefits comparisons, MPR would not only offer the City more competitive rates and very similar/competitive coverage, to that provided by the SEHP, this move would also result in the resolution of "cons" identified by previous staff<sup>2</sup>:

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<sup>1</sup> Although the City is not eligible to participate in KMIT's newly-forming pool for medical benefits because Westwood is located in the Blue Cross Blue Shield of Kansas City market, this option may be available to the City in future years, once the pool is established. For comparison, the KMIT pool rates are being included in your meeting packet for comparison.

<sup>2</sup> List excerpted from staff's September 13, 2018 Council Action Form, recommending renewal of the SEHP contract through 2021.

**Current Plan: Non State Public Employers (NSPE) portion of the State Employee Health Plan (SEHP)**

**Pros**

- If renewed, relatively hassle-free till 2021
- Call a 1-800 number for questions
- Only uses A+ carriers (BCBS, Aetna, Delta Dental, etc.)
- Cost neutral for WW in regards to the budget
- Includes a wellness program (HealthQuest), and a EAP program

**Cons**

- Must sign up for three year contract
- If opt out Oct 1st, city must wait three years to reapply
- Have no control if costs increase
- Nobody on site for personal counseling (call 1-800#)

Moving to MPR would meet all the identified “pros” and would also satisfactorily address all the “cons”.  
MPR:

- a. is based in the Kansas City metro,
- b. has delegated a representative for us to email or call whenever service is needed,
- c. uses major carriers (including Cigna, Delta Dental, and VSP vision),
- d. will save the City money on budgeted employee premiums,
- e. includes a wellness program and EAP program,
- f. does not require any contract with a minimum term, and
- g. allows member cities to manage costs and decisions related to coverage to provide a cost control mechanism.

For all of these reasons, plus the added benefit that employees on the full coverage PPO plan will see a reduction in their cost of the premium and that the City has the ability to contribute more to employee HSAs than the SEHP currently allows, make MPR’s plan structure a strategic move for the City. Engaging with MPR for medical coverage will also allow the City to compare costs for other benefits in the future, including life insurance, short-term disability, and accidental death and dismemberment policies, which staff will evaluate in the coming months.

City staff recommends the City Council designate the City Clerk as the City’s Member Representative and authorize the City Clerk to execute MPR’s bylaws, therefore allowing the City’s participation in the medical coverage pool.

***Suggested Motion***

*I move the City Council approve Resolution No. 99-2021 authorizing execution of the Bylaws of Midwest Public Risk of Missouri and appointing the City Clerk as Member Representative for certain employee insurance benefits.*



| Plan              |            | SEHP (Jan. - June)  |                           |                              |             |                    | Health Savings - Base | Health Savings - Wellness | City Contribution H.S.A +Insurance |
|-------------------|------------|---------------------|---------------------------|------------------------------|-------------|--------------------|-----------------------|---------------------------|------------------------------------|
|                   |            | Employee Cost (95%) | Additional Coverage (90%) | Total Employee Out of Pocket | City Cost   | Total Premium Cost |                       |                           |                                    |
| BCBS Plan A       | Employee   | \$ 41.66            | \$ -                      | \$ 41.66                     | \$ 791.45   | \$ 833.10          |                       |                           |                                    |
|                   | + Spouse   | \$ 41.66            | \$ 96.34                  | \$ 138.00                    | \$ 1,658.51 | \$ 1,796.50        |                       |                           |                                    |
|                   | + Children | \$ 41.66            | \$ 66.31                  | \$ 107.96                    | \$ 1,388.20 | \$ 1,496.16        |                       |                           |                                    |
|                   | + Family   | \$ 41.66            | \$ 133.91                 | \$ 175.57                    | \$ 1,996.67 | \$ 2,172.24        |                       |                           |                                    |
| BCBS Plan C (HSA) | Employee   | \$ 36.91            | \$ -                      | \$ 36.91                     | \$ 701.36   | \$ 738.27          |                       |                           |                                    |
|                   | + Spouse   | \$ 36.91            | \$ 73.77                  | \$ 110.69                    | \$ 1,365.31 | \$ 1,476.00        |                       |                           |                                    |
|                   | + Children | \$ 36.91            | \$ 57.06                  | \$ 93.97                     | \$ 1,214.86 | \$ 1,308.83        |                       |                           |                                    |
|                   | + Family   | \$ 36.91            | \$ 92.71                  | \$ 129.62                    | \$ 1,535.72 | \$ 1,665.34        |                       |                           |                                    |
| Dental            | Employee   | \$ 3.20             | \$ -                      | \$ 3.20                      | \$ 60.86    | \$ 64.06           |                       |                           |                                    |
|                   | + Spouse   | \$ 3.20             | \$ 5.49                   | \$ 8.70                      | \$ 110.29   | \$ 118.98          |                       |                           |                                    |
|                   | + Children | \$ 3.20             | \$ 5.11                   | \$ 8.31                      | \$ 106.81   | \$ 115.12          |                       |                           |                                    |
|                   | + Family   | \$ 3.20             | \$ 7.04                   | \$ 10.24                     | \$ 124.22   | \$ 134.46          |                       |                           |                                    |
| Vision - Basic    | Employee   | \$ 0.14             | \$ -                      | \$ 0.14                      | \$ 2.74     | \$ 2.88            |                       |                           |                                    |
|                   | + Spouse   | \$ 0.14             | \$ 0.30                   | \$ 0.44                      | \$ 5.40     | \$ 5.84            |                       |                           |                                    |
|                   | + Children | \$ 0.14             | \$ 0.34                   | \$ 0.49                      | \$ 5.83     | \$ 6.32            |                       |                           |                                    |
|                   | + Family   | \$ 0.14             | \$ 0.58                   | \$ 0.72                      | \$ 7.96     | \$ 8.68            |                       |                           |                                    |
| Vision - Enhanced | Employee   | \$ 0.29             | \$ -                      | \$ 0.29                      | \$ 5.55     | \$ 5.84            |                       |                           |                                    |
|                   | + Spouse   | \$ 0.29             | \$ 0.50                   | \$ 0.79                      | \$ 10.01    | \$ 10.80           |                       |                           |                                    |
|                   | + Children | \$ 0.29             | \$ 0.69                   | \$ 0.98                      | \$ 11.72    | \$ 12.70           |                       |                           |                                    |
|                   | + Family   | \$ 0.29             | \$ 1.05                   | \$ 1.34                      | \$ 15.02    | \$ 16.36           |                       |                           |                                    |

|   |             |            |          |
|---|-------------|------------|----------|
| Employee Cost for Full Package and Comparison (Monthly) |             |            |          |
| Plan A  | \$ 2,323.06 | \$ 66.06   |          |
| Plan C  | \$ 1,816.16 | \$ (12.84) | \$ 78.90 |

| Plan              |            | MPR                 |                           |                              |             |                    | Health Savings - Base | Health Savings - Wellness | City Contribution H.S.A +Insurance |
|-------------------|------------|---------------------|---------------------------|------------------------------|-------------|--------------------|-----------------------|---------------------------|------------------------------------|
|                   |            | Employee Cost (95%) | Additional Coverage (90%) | Total Employee Out of Pocket | City Cost   | Total Premium Cost |                       |                           |                                    |
| OAP 1000          | Employee   | \$ 38.20            | \$ -                      | \$ 38.20                     | \$ 725.80   | \$ 764.00          |                       |                           |                                    |
|                   | + Spouse   | \$ 38.20            | \$ 103.00                 | \$ 141.20                    | \$ 1,652.80 | \$ 1,794.00        |                       |                           |                                    |
|                   | + Children | \$ 38.20            | \$ 73.00                  | \$ 111.20                    | \$ 1,382.80 | \$ 1,494.00        |                       |                           |                                    |
|                   | + Family   | \$ 38.20            | \$ 137.50                 | \$ 175.70                    | \$ 1,963.30 | \$ 2,139.00        |                       |                           |                                    |
| Choice 2500 (HSA) | Employee   | \$ 33.85            | \$ -                      | \$ 33.85                     | \$ 643.15   | \$ 677.00          |                       |                           |                                    |
|                   | + Spouse   | \$ 33.85            | \$ 80.40                  | \$ 114.25                    | \$ 1,366.75 | \$ 1,481.00        |                       |                           |                                    |
|                   | + Children | \$ 33.85            | \$ 57.40                  | \$ 91.25                     | \$ 1,159.75 | \$ 1,251.00        |                       |                           |                                    |
|                   | + Family   | \$ 33.85            | \$ 103.40                 | \$ 137.25                    | \$ 1,573.75 | \$ 1,711.00        |                       |                           |                                    |
| Dental            | Employee   | \$ 1.75             | \$ -                      | \$ 1.75                      | \$ 33.25    | \$ 35.00           |                       |                           |                                    |
|                   | + Spouse   | \$ 1.75             | \$ 4.90                   | \$ 6.65                      | \$ 77.35    | \$ 84.00           |                       |                           |                                    |
|                   | + Children | \$ 1.75             | \$ 3.50                   | \$ 5.25                      | \$ 64.75    | \$ 70.00           |                       |                           |                                    |
|                   | + Family   | \$ 1.75             | \$ 6.30                   | \$ 8.05                      | \$ 89.95    | \$ 98.00           |                       |                           |                                    |
| Vision            | Employee   | \$ 0.35             | \$ -                      | \$ 0.35                      | \$ 6.65     | \$ 7.00            |                       |                           |                                    |
|                   | + Spouse   | \$ 0.35             | \$ 0.70                   | \$ 1.05                      | \$ 12.95    | \$ 14.00           |                       |                           |                                    |
|                   | + Children | \$ 0.35             | \$ 0.60                   | \$ 0.95                      | \$ 12.05    | \$ 13.00           |                       |                           |                                    |
|                   | + Family   | \$ 0.35             | \$ 1.30                   | \$ 1.65                      | \$ 18.35    | \$ 20.00           |                       |                           |                                    |

|                                |             |
|--------------------------------|-------------|
| Employee Cost for Full Package |             |
| Plan A                         | \$ 2,257.00 |
| Plan C                         | \$ 1,829.00 |

| Plan              |            | SEHP (July - Dec.)  |                           |                              |             |                    | Health Savings - Base | Health Savings - Wellness | City Contribution on H.S.A +Insurance |
|-------------------|------------|---------------------|---------------------------|------------------------------|-------------|--------------------|-----------------------|---------------------------|---------------------------------------|
|                   |            | Employee Cost (95%) | Additional Coverage (90%) | Total Employee Out of Pocket | City Cost   | Total Premium Cost |                       |                           |                                       |
| BCBS Plan A       | Employee   | \$ 43.53            | \$ -                      | \$ 43.53                     | \$ 827.11   | \$ 870.64          |                       |                           |                                       |
|                   | + Spouse   | \$ 43.53            | \$ 99.18                  | \$ 142.71                    | \$ 1,719.69 | \$ 1,862.40        |                       |                           |                                       |
|                   | + Children | \$ 43.53            | \$ 76.98                  | \$ 120.51                    | \$ 1,519.93 | \$ 1,640.44        |                       |                           |                                       |
|                   | + Family   | \$ 43.53            | \$ 136.75                 | \$ 180.28                    | \$ 2,057.86 | \$ 2,238.14        |                       |                           |                                       |
| BCBS Plan C (HSA) | Employee   | \$ 38.79            | \$ -                      | \$ 38.79                     | \$ 737.02   | \$ 775.81          |                       |                           |                                       |
|                   | + Spouse   | \$ 38.79            | \$ 76.61                  | \$ 115.40                    | \$ 1,426.50 | \$ 1,541.90        |                       |                           |                                       |
|                   | + Children | \$ 38.79            | \$ 59.89                  | \$ 98.68                     | \$ 1,276.05 | \$ 1,374.73        |                       |                           |                                       |
|                   | + Family   | \$ 38.79            | \$ 95.54                  | \$ 134.33                    | \$ 1,596.91 | \$ 1,731.24        |                       |                           |                                       |
| Dental            | Employee   | \$ 3.29             | \$ -                      | \$ 3.29                      | \$ 62.45    | \$ 65.74           |                       |                           |                                       |
|                   | + Spouse   | \$ 3.29             | \$ 5.61                   | \$ 8.90                      | \$ 112.96   | \$ 121.86          |                       |                           |                                       |
|                   | + Children | \$ 3.29             | \$ 5.23                   | \$ 8.51                      | \$ 109.49   | \$ 118.00          |                       |                           |                                       |
|                   | + Family   | \$ 3.29             | \$ 7.16                   | \$ 10.45                     | \$ 126.89   | \$ 137.34          |                       |                           |                                       |
| Vision - Basic    | Employee   | \$ 0.14             | \$ -                      | \$ 0.14                      | \$ 2.74     | \$ 2.88            |                       |                           |                                       |
|                   | + Spouse   | \$ 0.14             | \$ 0.30                   | \$ 0.44                      | \$ 5.40     | \$ 5.84            |                       |                           |                                       |
|                   | + Children | \$ 0.14             | \$ 0.34                   | \$ 0.49                      | \$ 5.83     | \$ 6.32            |                       |                           |                                       |
|                   | + Family   | \$ 0.14             | \$ 0.58                   | \$ 0.72                      | \$ 7.96     | \$ 8.68            |                       |                           |                                       |
| Vision - Enhanced | Employee   | \$ 0.29             | \$ -                      | \$ 0.29                      | \$ 5.55     | \$ 5.84            |                       |                           |                                       |
|                   | + Spouse   | \$ 0.29             | \$ 0.50                   | \$ 0.79                      | \$ 10.01    | \$ 10.80           |                       |                           |                                       |
|                   | + Children | \$ 0.29             | \$ 0.69                   | \$ 0.98                      | \$ 11.72    | \$ 12.70           |                       |                           |                                       |
|                   | + Family   | \$ 0.29             | \$ 1.05                   | \$ 1.34                      | \$ 15.02    | \$ 16.36           |                       |                           |                                       |

| Plan Tier         |            | SEHP                        |   |                               |                     |  |                           |
|-------------------|------------|-----------------------------|---|-------------------------------|---------------------|--|---------------------------|
|                   |            | Number of Employees on Plan | Vacancy Budget (FTEs not currently on plan) | Annual Employee Out of Pocket | Employee Difference | Annual City Cost - Actual (only FTEs currently taking insurance) | Annual City Cost - Budget |
| BCBS Plan A       | Employee   | 2.00                        |   | \$ 511.12                     | \$ 52.72            | \$ 19,422.64   | \$ 19,422.64              |
|                   | + Spouse   | 2.00                        |   | \$ 1,684.22                   | \$ (10.18)          | \$ 40,538.36   | \$ 40,538.36              |
|                   | + Children | 0.00                        |   | \$ 1,370.84                   | \$ 36.44            | \$ -   | \$ -                      |
|                   | + Family   | 4.00                        | 3.00  | \$ 2,135.11                   | \$ 26.71            | \$ 97,308.70   | \$ 170,290.22             |
| BCBS Plan C (HSA) | Employee   | 2.00                        |   | \$ 454.22                     | \$ 48.02            | \$ 17,260.51   | \$ 17,260.51              |
|                   | + Spouse   | 0.00                        |   | \$ 1,356.52                   | \$ (14.48)          | \$ -   | \$ -                      |
|                   | + Children | 2.00                        |   | \$ 1,155.91                   | \$ 60.91            | \$ 29,890.90   | \$ 29,890.90              |
|                   | + Family   | 1.00                        |   | \$ 1,583.72                   | \$ (63.28)          | \$ 18,795.76   | \$ 18,795.76              |
| Dental            | Employee   | 4.00                        |   | \$ 38.94                      | \$ 17.94            | \$ 2,959.44  | \$ 2,959.44               |
|                   | + Spouse   | 2.00                        |   | \$ 105.56                     | \$ 25.76            | \$ 2,678.95  | \$ 2,678.95               |
|                   | + Children | 2.00                        |   | \$ 100.93                     | \$ 37.93            | \$ 2,595.58  | \$ 2,595.58               |
|                   | + Family   | 5.00                        | 3.00  | \$ 124.14                     | \$ 27.54            | \$ 7,533.30  | \$ 12,053.28              |
| Vision - Basic    | Employee   | 1.00                        |   | \$ 1.73                       | \$ (2.47)           | \$ 32.83   | \$ 32.83                  |
|                   | + Spouse   | 0.00                        |   | \$ 5.28                       | \$ (7.32)           | \$ -   | \$ -                      |
|                   | + Children | 1.00                        |   | \$ 5.86                       | \$ (5.54)           | \$ 69.98   | \$ 69.98                  |
|                   | + Family   | 0.00                        |   | \$ 8.69                       | \$ (11.11)          | \$ -   | \$ -                      |
| Vision - Enhanced | Employee   | 4.00                        |   | \$ 3.50                       | \$ (0.70)           | \$ 266.30  | \$ 266.30                 |
|                   | + Spouse   | 2.00                        |   | \$ 9.46                       | \$ (3.14)           | \$ 240.29  | \$ 240.29                 |
|                   | + Children | 2.00                        |   | \$ 11.74                      | \$ 0.34             | \$ 281.33  | \$ 281.33                 |
|                   | + Family   | 4.00                        | 2.00  | \$ 16.13                      | \$ (3.67)           | \$ 720.77  | \$ 1,081.15               |

TOTAL \$ 240,595.63 \$ 318,457.52

|  |    |           |
|--|----|-----------|
| Difference to Move to MPR                |    |           |
| Plan A - Employee Out of Pocket (Annual) | \$ | 50.57     |
| Plan C - Employee Out of Pocket (Annual) | \$ | (39.41)   |
| City Savings, Budget (Annual)            | \$ | 18,192.92 |
| City Savings, Actual (Annual)            | \$ | 14,688.43 |

| Plan Tier         |            | MPR                         |   |                               |                     |  |                  |
|-------------------|------------|-----------------------------|---|-------------------------------|---------------------|--|------------------|
|                   |            | Number of Employees on Plan | Vacancy Budget (FTEs not currently on plan) | Annual Employee Out of Pocket | Employee Difference | Annual City Cost - Actual (only FTEs currently taking insurance) | Annual City Cost |
| OAP 1000          | Employee   | 2.00                        |   | \$ 458.40                     |                     | \$ 17,419.20   | \$ 17,419.20     |
|                   | + Spouse   | 2.00                        |   | \$ 1,694.40                   |                     | \$ 39,667.20   | \$ 39,667.20     |
|                   | + Children | 0.00                        |   | \$ 1,334.40                   |                     | \$ -   | \$ -             |
|                   | + Family   | 4.00                        | 3.00  | \$ 2,108.40                   |                     | \$ 94,238.40   | \$ 164,917.20    |
| Choice 2500 (HSA) | Employee   | 2.00                        |   | \$ 406.20                     |                     | \$ 15,435.60   | \$ 15,435.60     |
|                   | + Spouse   | 0.00                        |   | \$ 1,371.00                   |                     | \$ -   | \$ -             |
|                   | + Children | 2.00                        |   | \$ 1,095.00                   |                     | \$ 27,834.00   | \$ 27,834.00     |
|                   | + Family   | 1.00                        |   | \$ 1,647.00                   |                     | \$ 18,885.00   | \$ 18,885.00     |
| Dental            | Employee   | 4.00                        |   | \$ 21.00                      |                     | \$ 1,596.00  | \$ 1,596.00      |
|                   | + Spouse   | 2.00                        |   | \$ 79.80                      |                     | \$ 1,856.40  | \$ 1,856.40      |
|                   | + Children | 2.00                        |   | \$ 63.00                      |                     | \$ 1,554.00  | \$ 1,554.00      |
|                   | + Family   | 5.00                        | 3.00  | \$ 96.60                      |                     | \$ 5,397.00  | \$ 8,635.20      |
| Vision            | Employee   | 5.00                        |   | \$ 4.20                       |                     | \$ 399.00  | \$ 399.00        |
|                   | + Spouse   | 2.00                        |   | \$ 12.60                      |                     | \$ 310.80  | \$ 310.80        |
|                   | + Children | 3.00                        |   | \$ 11.40                      |                     | \$ 433.80  | \$ 433.80        |
|                   | + Family   | 4.00                        | 2.00  | \$ 19.80                      |                     | \$ 880.80  | \$ 1,321.20      |

TOTAL \$ 225,907.20 \$ 300,264.60





# **KMIT Health Program Task Force: Meeting #6**

**Tuesday, September 28<sup>th</sup> – 10:30 AM**  
**Zoom**

## MEDICAL SUMMARY for KMIT for January 1, 2022

| In-Network Benefits   |                                     | BCBSKS                       | BCBSKS                       | BCBSKS                       | BCBSKS             | BCBSKS             |
|-----------------------|-------------------------------------|------------------------------|------------------------------|------------------------------|--------------------|--------------------|
|                       |                                     | TOC1L                        | TOC1L                        | TOC1L                        | HI94A              | HI93A              |
| Cost Sharing          | Ded (single   family)               | \$500   \$1,000              | \$1,000   \$2,000            | \$1,500   \$3,000            | \$5,000   \$10,000 | \$6,350   \$12,700 |
|                       | Coins (plan pays   member pays)     | 80%   20%                    | 80%   20%                    | 80%   20%                    | 100%   0%          | 100%   0%          |
|                       | Coins OOP (single   family)         | \$1,000   \$2,000            | \$1,000   \$2,000            | \$1,000   \$2,000            |                    |                    |
|                       | Total OOP (single   family)         | \$5,000   \$10,000           | \$5,000   \$10,000           | \$5,000   \$10,000           | \$6,350   \$12,700 | \$6,350   \$12,700 |
| Benefits              | Office Visit (primary   specialist) | \$25   \$25                  | \$25   \$25                  | \$25   \$25                  | Ded                | Ded                |
|                       | Telehealth Visit                    | \$25                         | \$25                         | \$25                         |                    |                    |
|                       | Preventive Care                     | \$0 most services            | \$0 most services            | \$0 most services            | \$0 most services  | \$0 most services  |
|                       | Diagnostic Lab                      | 100% to combined max of      | 100% to combined max of      | 100% to combined max of      | Ded                | Ded                |
|                       | Diagnostic X-Ray                    | \$300 per covered person per | \$300 per covered person per | \$300 per covered person per | Ded                | Ded                |
|                       | Advanced Imaging                    | benefit period, Ded, Coins   | benefit period, Ded, Coins   | benefit period, Ded, Coins   | Ded                | Ded                |
|                       | Urgent Care Facility                |                              |                              |                              |                    |                    |
|                       | Emergency Room                      | \$250, Ded, Coins            | \$250, Ded, Coins            | \$250, Ded, Coins            | Ded                | Ded                |
|                       | Inpatient Hospital                  | Ded, Coins                   | Ded, Coins                   | Ded, Coins                   | Ded                | Ded                |
|                       | Outpatient Facility                 | Ded, Coins                   | Ded, Coins                   | Ded, Coins                   | Ded                | Ded                |
|                       | Inpatient MH/SUD                    | Ded, Coins                   | Ded, Coins                   | Ded, Coins                   | Ded                | Ded                |
|                       | Outpatient MH/SUD                   | \$25                         | \$25                         | \$25                         | Ded                | Ded                |
|                       | Spinal Manipulation                 |                              |                              |                              |                    |                    |
| Prescription Drugs    | Ded (single   family)               |                              |                              |                              | Med Ded            | Med Ded            |
|                       | Tier 1                              | \$15                         | \$15                         | \$15                         | \$15               | Ded                |
|                       | Tier 2                              | \$30                         | \$30                         | \$30                         | \$50               | Ded                |
|                       | Tier 3                              | \$45                         | \$45                         | \$45                         | \$75               | Ded                |
|                       | Tier 4                              |                              |                              |                              |                    |                    |
|                       | Mail order                          | 2.5x retail copay            | 2.5x retail copay            | 2.5x retail copay            | 2.5 retail copay   | Ded                |
| Enrollment & Cost     |                                     | TOC1L                        | TOC1L                        | TOC1L                        | HI94A              | HI93A              |
| Employee Only         |                                     | \$ 603.32                    | \$ 587.46                    | \$ 573.21                    | \$ 448.90          | \$ 421.93          |
| Employee + Spouse     |                                     | 1,284.44                     | 1,214.34                     | 1,219.70                     | 952.43             | 894.45             |
| Employee + Child(ren) |                                     | 1,211.17                     | 1,179.04                     | 1,150.16                     | 898.27             | 843.63             |
| Employee + Family     |                                     | 1,892.29                     | 1,841.93                     | 1,796.65                     | 1,401.80           | 1,316.14           |
| - Est. Total/Mo       |                                     | \$ -                         | \$ -                         | \$ -                         | \$ -               | \$ -               |
| Est. Total/Yr         |                                     | -                            | -                            | -                            | -                  | -                  |

\*Pays 100% up to \$1,000 per person each benefit period, then subject to deductible/coinsurance.



Created 9/16/21 SLE  
Revised

Select Formulary for Prescriptions

Select Formulary for Prescriptions

Select Formulary for Prescriptions

Qualifies for HSA

Qualifies for HSA

Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.



## DENTAL SUMMARY for KMIT for January 1, 2022

| BCBSKS              |   |   |
|---------------------|---|---|
| DT053               |   |   |
| Cost Sharing        | Ded (single   family)                   | \$25   \$75   |
|                     | ◦ Ded applies to                        | II, III   |
|                     | Max Benefits/year                       | \$2,500   |
|                     | ◦ Preventive applies to Max             | Yes   |
|                     | Ortho Max (per person)                  | \$1,500   |
| In-Network Benefits | I - Diagnostic & Preventive (Plan Pays) | Plan Pays 100%                                      |
|                     | ◦ Frequency of Exams/Cleanings          |   |
|                     | II - Basic (Plan Pays)                  | 80%   20%   |
|                     | III - Major (Plan Pays)                 | 50%   50%   |
|                     | IV - Ortho (Plan Pays)                  | 100%  |
|                     | Periodontics                            | II   III  |
|                     | Endodontics                             | II  |
|                     | Dental Implants                         | III<br>(\$1,000 lifetime max per insured, per arch) |
| Misc                | Waiting Periods                         |   |
|                     | Dependent Child Age Limit               |   |
|                     | Ortho Age Limit                         | 21  |
|                     | Min Participation Required              |   |
|                     | Non-Contrib/Contrib/Voluntary           |   |
| Enrollment & Cost   |   | DT053   |
|                     | Employee Only                           | \$ 40.89  |
|                     | Employee + Spouse                       | 81.99   |
|                     | Employee + Child(ren)                   | 82.64   |
|                     | Employee + Family                       | 123.32  |
| -                   | Est. Total/Mo \$                        | -   |
|                     | Est. Total/Yr                           | -   |



Created 9/16/2021 SLE  
Revised 6/21/18

Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary

**CITY OF WESTWOOD, KANSAS**

**RESOLUTION NO. 99-2021**

**A RESOLUTION APPROVING EXECUTION OF MIDWEST PUBLIC RISK OF MISSOURI BYLAWS.**

**WHEREAS**, the Governing Body of the City of Westwood is charged with employing and providing for staff to carry out the daily operations of the municipal government;

**WHEREAS**, the Governing Body elects to provide health insurance benefits to City employees;

**WHEREAS**, City staff in coordination with the Mayor and the Administration and Compensation Committee Chair have reviewed available options for employee health insurance; and

**WHEREAS**, following that review, it is recommended that the Governing Body engage Midwest Public Risk of Missouri, a not-for-profit group-funded pool, for employee benefits, including health and related insurance coverage.

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

**Section 1.** The Governing Body of the City of Westwood hereby authorizes the execution by the City of Westwood of the Bylaws of Midwest Public Risk of Missouri, which are attached hereto and which were adopted by the Members of Midwest Public Risk of Missouri on July 1, 2016; and

**Section 2.** The City Clerk shall be appointed as Member Representative, and hereby is, authorized and directed to execute the Midwest Public Risk of Missouri Bylaws and to thereby bind the City of Westwood to comply with the terms and conditions of the Midwest Public Risk of Missouri Bylaws as a contract among Midwest Public Risk of Missouri and its Members; and

**Section 3.** This Resolution shall take effect upon its approval by the Governing Body.

**ADOPTED** this 14<sup>th</sup> day of October, 2021, by majority vote of the Governing Body.

---

David E. Waters, Mayor

ATTEST:

---

Leslie Herring, City Clerk

APPROVED AS TO FORM:

---

Ryan B. Denk, City Attorney





Midwest Public Risk  
19400 East Valley View Parkway  
Independence, MO 64055

RE: Midwest Public Risk of Kansas, Inc.  
Member Representative Designation

\_\_\_\_\_ has been appointed as the MPR member representative  
and is authorized and directed to execute the Midwest Public Risk bylaws and to comply with the terms  
and conditions of said bylaws effective \_\_\_\_\_.

Contact Information:

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

# Midwest Public Risk of Kansas, Inc. BYLAWS



MEMBER OWNED | MEMBER FOCUSED



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# **MIDWEST PUBLIC RISK OF KANSAS**

## **BYLAWS**

**Date of Adoption: March 23, 2016**

**Effective Date: July 1, 2016**

**WHEREAS**, it is in the mutual interest of the parties hereto to join together to establish and to operate a cooperative program of loss control and risk management, and to provide risk services and risk coverages and other programs which are designed to meet the unique needs of governmental entities; and

**WHEREAS**, The Kansas Municipal Group-Funded Pool Act, K.S.A. § 12-2616 et seq. (the "Group-Funded Pool Act"), as amended, authorizes five or more Kansas municipalities to form a not for profit business entity to provide liability and all other risk coverages for its members; and

**WHEREAS**, the Group-Funded Pool Act further authorizes qualifying municipalities in Kansas to join such entity; and

**WHEREAS**, all of the governmental entities which are party to these Bylaws desire to become members of Midwest Public Risk of Kansas, Inc. ("MPR Kansas") and intend that these Bylaws shall constitute a contract among them;

**NOW THEREFORE**, in consideration of the mutual advantages to be derived herefrom and by the execution of these Bylaws as a contract, all of the parties hereto agree as follows:

### **ARTICLE 1 DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the following meanings:

**"Code"** shall mean K.S.A. Chapter 17, Articles 60 to 74, inclusive, 1972 General Corporation Code.

**"Contribution(s)"** shall mean any payment required by MPR Kansas to be paid for the receipt by a Member of any MPR Kansas Program or Services, or to satisfy any other Member obligations under these Bylaws.

**"Coverage Document(s)"** shall mean the written documents approved by MPR Kansas and which are either issued by MPR Kansas or purchased through commercial insurance companies, which set forth the terms and conditions of any Program.

**"Member(s)"** shall mean any governmental entity which is authorized by the statutes or other applicable law of the State of Kansas to enter into contracts or other arrangements for the

purpose of pooling resources for liability and other risk coverages and related services and which qualify as political subdivisions, public governmental bodies, or quasi-public governmental bodies as specified in the Group-Funded Pool Act. The constituent individual participants in any Member entity whose purpose or function is to administer or sponsor such participants as a collective body shall not be deemed to be Members of MPR Kansas, and only such administering or sponsoring Member entity shall be entitled to single Member status upon such terms and conditions as the Board of Directors shall determine.

**“Member Representative(s)”** shall mean the individual, who shall be either an elected official or a full-time employee of a Member, who has been duly appointed by a Member to represent the Member’s interest in MPR Kansas and to carry out the obligations of a Member Representative under these Bylaws.

**“Nominating Committee”** shall have the meaning set forth in Section 6.6 hereof.

**“Policy(ies) or Procedure(s)”** shall mean any rules or guidelines which may be promulgated from time to time by the MPR Kansas Board of Directors or President/CEO which are not Coverage Documents and which shall be necessary to carry out the purposes of MPR Kansas.

**“Program(s)”** shall mean any coverages which are authorized by the Kansas Insurance Department and provided through MPR Kansas to its Members from time to time including, but not limited to, property and liability and employee benefits.

**“Resolution(s)”** shall mean any ordinance, resolution or other edict or means by which the governing body of a Member takes official action on behalf of, or takes official action which is intended to be binding upon, the Member.

**“Service(s)”** shall mean those services which are provided through MPR Kansas to its Members from time to time which are not Programs and which include, but shall not be limited to, loss control, risk management, administration, claims adjusting, legal defense, and education.

## **ARTICLE 2**

### **NAME; PRINCIPAL OFFICE**

#### **Section 2.1 Name; Principal Office**

The name of the corporation shall be Midwest Public Risk of Kansas, Inc. (hereinafter “MPR Kansas”).

The Board of Directors shall establish, at a location within the State of Kansas, MPR Kansas’s principal office.



## **ARTICLE 3**

### **INTENT; NOT BUSINESS OF INSURANCE**

#### **Section 3.1 Intent**

It is the intent of the Members that MPR Kansas shall provide comprehensive and cooperative Programs and Services to its Members and that the Members shall pay for the costs and other obligations of MPR Kansas through Contributions and the utilization of deductibles, retentions, purchase of reinsurance, excess insurance, insurance, or other provisions for the payment of Member losses and expenses.

#### **Section 3.2 Not Business Of Insurance**

The provision of Programs and Services by MPR Kansas to its Members is not, and shall not be deemed to constitute, the transaction of an insurance business, and MPR Kansas is not, and shall not be deemed to be, an insurance company or insurer under the laws of any state.

#### **Section 3.3 Not-for-Profit Organization**

MPR Kansas shall be organized and operated as a not-for-profit corporation under Kansas law. No part of MPR Kansas's assets or net income shall inure to the benefit of any individual including any director, officer, employee, or Member, except as may be authorized in these Bylaws and allowed by law; provided, however, that MPR Kansas shall be authorized to pay all expenses incurred in furtherance of the purposes set forth in these Bylaws, including reimbursement to directors, officers, employees, Members or others acting on behalf of MPR Kansas.

## **ARTICLE 4**

### **MPR KANSAS POWERS**

#### **Section 4.1 MPR Kansas Powers**

MPR Kansas shall have the following powers to carry out the purposes set forth in these Bylaws:

- (a) to establish and implement educational, technical assistance and other activities relating to risk management and loss control;
- (b) to establish reasonable and necessary loss control policies, procedures and programs to be followed by Members;
- (c) to establish underwriting and claims adjusting standards and procedures; such services may be performed by MPR Kansas staff or MPR Kansas may contract with others for such services, including legal defense;
- (d) to retain staff, agents and independent contractors and to provide for an employee benefits program for MPR Kansas employees;

- (e) to acquire, lease, hold or dispose of real or personal property;
- (f) to invest funds as authorized by law;
- (g) to collect and administer funds as needed and, within prudent reserving and actuarial standards, to set aside sufficient cash reserves for the payment of claims and expenses;
- (h) to establish rules for the calculation and payment of Contributions by Members or Member employees, including penalties for late payments;
- (i) to establish such lines of coverage as permitted pursuant to K.S.A. 12-2617;
- (j) to sue and be sued;
- (k) to enter into contracts including, but not limited to, contracts with state pools located in other states which assist MPR Kansas in carrying out its powers herein;
- (l) to establish rules for the reimbursement of members of the Board of Directors, officers, committee members and others for reasonable and necessary expenses while tending to official business on behalf of MPR Kansas;
- (m) to determine deductible and retention levels of the self-funded program and the amount of risk to be retained by MPR Kansas or Members and the amount of risk to be transferred to others;
- (n) to borrow money or issue bonds or other financial obligations to fund MPR Kansas Programs and Services;
- (o) to purchase or provide fidelity bond coverage or other risk coverage for officers, Directors and employees of MPR Kansas;
- (p) to be subrogated to the rights of its Members and to seek recovery in the name of its Members from any person or entity responsible for a claim or loss;
- (q) to declare and pay dividends and refunds as allowed by law;
- (r) to determine Coverage Documents and Policies and Procedures which are necessary, desirable or expedient to provide the Services and Programs authorized by these Bylaws;
- (s) to perform such other activities which are necessary, expedient, implied or desirable to carry out the purposes of MPR Kansas; and
- (t) to perform any such other acts which are allowed by law to be performed under the Code.

## **ARTICLE 5 MEMBERS**

### **Section 5.1 Member Eligibility and Admission**

Subject to the payment of appropriate Contributions and under such terms and conditions as the Board of Directors may establish, new Members may be admitted with the approval of the majority of the total membership of the Board of Directors. Only those governmental entities which meet the Member definition in these Bylaws, and have submitted a copy of the minutes documenting a majority vote or Resolution from the new Member's governing body granting the authority to execute these Bylaws (or have otherwise assured MPR Kansas of their obligation to comply with these Bylaws) may be accepted for membership.

The Board of Directors of MPR Kansas may delegate authority to review and accept or reject applications for membership by written agreement to such persons or entity and in such manner as it may determine to be consistent with the best interests of MPR Kansas.

### **Section 5.2 Member Rights**

The rights of Members, which shall be exercised by the Member Representative of each Member, shall be as follows:

- (a) to vote on all matters which shall be presented to Members for a vote at any Member meeting;
- (b) to elect, in accordance with the procedures described in these Bylaws, eligible candidates to the Board of Directors;
- (c) to apply for and receive and participate in Programs and Services for which the Member is qualified upon such terms and conditions as the Board of Directors shall determine; and
- (d) to exercise all other rights and privileges as are described in these Bylaws and as are allowed under the Code.

### **Section 5.3 Member Obligations**

The obligations of Members shall be as follows:

- (a) to continuously maintain participation in no less than one MPR Kansas Program;
- (b) to designate in writing, by the chief administrative officer of the Member, a Member Representative. MPR Kansas shall not be required to contact any other individual except the Member Representative for any action or notification which may be required by these Bylaws or MPR Kansas rules. All notices to or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MPR Kansas;



(c) to promptly make all Contributions and other payments which are due to MPR Kansas at such times and in such amounts as shall be required by MPR Kansas;

(d) with reasonable notice and during normal work hours, to permit MPR Kansas and its agents, officers and employees access to all facilities and records of the Member, including but not limited to financial records, as they relate to the operations of MPR Kansas;

(e) to report immediately to MPR Kansas, as required by relevant Program Coverage Documents and Policies and Procedures, all occurrences which could reasonably be expected to result in a claim against the Member, its agents, officers or employees or for losses to Member property, within the scope of the Programs provided by MPR Kansas;

(f) to cooperate fully with MPR Kansas claims adjustors, agents, employees and attorneys in the investigation and settlement of any claim or lawsuit within the scope of Programs or Services provided by MPR Kansas, and to acknowledge that MPR Kansas has the final authority to select legal defense counsel for any lawsuit brought under the Programs provided by MPR Kansas to the Member;

(g) to implement, as finances and circumstances permit, MPR Kansas recommended risk management and loss control policies and procedures, and also to permit Member officials and employees to participate in MPR Kansas sponsored conferences and seminars;

(h) to report to MPR Kansas, as required by MPR Kansas Program Coverage Documents or Policies and Procedures, the addition of new services, programs or facilities, the reduction or expansion of existing operations and facilities, or other facts that could reasonably be expected to affect the Member's loss experiences or create potential risks;

(i) to provide MPR Kansas as promptly as possible with all requested information needed for determining Member loss exposures and Contributions;

(j) to take an active role in the business of MPR Kansas, including assignment of personnel to serve on various MPR Kansas committees; and

(k) to comply with all terms and conditions of these Bylaws, Coverage Documents and Policies and Procedures.

Except as expressly set forth to the contrary in these Bylaws or MPR Kansas's Articles of Incorporation, the rights and obligations of Members shall be identical in all respects.

#### **Section 5.4 Limitations on Member Liability**

Except as specifically required by MPR Kansas's Articles of Incorporation, Bylaws, or by law, no Member shall be responsible for any claim in tort or contract made against any other Member solely on account of a Member's participation in MPR Kansas. By executing these Bylaws, the Members have not created between or among themselves any relationship or partnership, suretyship, indemnification or responsibility for debts or claims against any other Member. These Bylaws shall not relieve any Member of any obligation or responsibility

imposed upon it by law, except to the extent that actual and timely performance by MPR Kansas satisfies such obligation or responsibility in whole or in part.

#### **Section 5.5 Annual Member Meeting**

There shall be one annual membership meeting of MPR Kansas held each year at a time and place to be designated by the Board of Directors. Notice of such meeting shall be sent by first class mail to Member Representatives at least ten (10) days in advance of the meeting. Failure of any Member Representative to receive such notice shall not nullify any action taken at an annual membership meeting. Notice of such meeting may also be given by electronic means.

The President/CEO shall prepare the agenda for the annual membership meeting and shall include on such agenda any item requested by five (5) or more Member Representatives at least twenty (20) days prior to the meeting. Any subject relating to MPR Kansas may be discussed at the annual membership meeting.

At the annual meeting, the President/CEO and chief financial officer of MPR Kansas shall report to the Members on the activities and financial condition of MPR Kansas.

#### **Section 5.6 Special Membership Meeting**

A special Membership meeting may be called by a majority of the total membership of the Board of Directors or upon the petition of one-third (1/3) of the Members acting through their Member Representatives. A special membership meeting must be held within sixty (60) calendar days after receipt of a valid petition; provided, however, that if the annual membership meeting is scheduled to occur within sixty (60) days after receipt of the request for the special membership meeting, then no separate special membership meeting shall be held. If a valid petition is received within sixty (60) calendar days prior to the annual membership meeting, the topic or topics contained in the petition shall be placed on the agenda for that meeting.

Notice of a special membership meeting shall be mailed, by first class mail, to each Member Representative at least ten (10) days in advance of the meeting date. Failure of any Member Representative to receive such notice shall not nullify any action taken at a special membership meeting.

Only those matters which are within the purpose or purposes described in the meeting notice may be considered at a special membership meeting. The Board of Directors shall establish the time and place for all special membership meetings.

#### **Section 5.7 Quorum; Voting Rights**

A quorum of Thirty-Three and One-Third percent (33 1/3 %) of Member Representatives shall be required to conduct business at a special or annual membership meeting. No absentee or proxy voting shall be allowed at any membership meeting. Each Member shall be entitled to one vote that must be cast by the Member Representative.

The Chair of the Board of Directors shall preside at all membership meetings and, if the Chair is attending the meeting in the capacity of Member Representative, shall be entitled to vote on all matters coming before the meeting.

## **Section 5.8    Withdrawal**

A Member may withdraw from membership in MPR Kansas as of the end of MPR Kansas's fiscal year provided that such Member has given MPR Kansas at least ninety (90) days' prior written notice of its intention to withdraw and provided further that such Member ceases participation in all MPR Kansas Programs and Services as of the date of withdrawal. Members who withdraw from MPR Kansas shall remain eligible to receive any distributions, dividends or refunds for any full Program Year in which such Members participated in such proportion as provided herein; provided, however that, pursuant to K.S.A. 12-2621 any Member that withdraws before the end of a Program Year shall not be eligible for any refunds or dividends for the Program Year that such Member failed to complete.

A notice of Member withdrawal shall be accompanied by a Resolution adopted by the governing body of the Member which authorizes the withdrawal of the Member from MPR Kansas. Such notice shall be final and binding. No notice of Member withdrawal shall be effective unless it is accompanied by such governing body Resolution.

A withdrawing Member shall continue to be responsible for all obligations after the date of withdrawal that relate to the term of membership including, but not limited to, obligations for special assessments. The withdrawing Member shall be subject to all MPR Kansas Policies and Procedures pertaining to any obligation, claim or lawsuit covered by MPR Kansas.

Any Member who withdraws from MPR Kansas without complying with the foregoing obligations shall be obligated to pay to MPR Kansas liquidated damages equal to 25% of the Member's annual Contributions paid by such Member in its final full year of participation in MPR Kansas. Member agrees to pay such liquidated damages within twenty (20) calendar days following receipt of the computation of the amount due. MPR Kansas and Member agree that the failure of Member to withdraw from MPR Kansas in accordance with the foregoing procedures shall cause damage to MPR Kansas in amounts which it is not possible calculate at this time and that these liquidated damages are a good faith estimate of the damages as to which the Member shall be obligated to MPR Kansas.

## **Section 5.9    Termination**

### **(a)    Termination**

A Member may be terminated from membership in MPR Kansas for cause upon a majority vote of the total membership of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than ninety (90) days following the Board's decision to terminate. For purposes of this Section, cause shall be deemed to include the following:

- (1)    failure to maintain at least one Program with MPR Kansas;



(2) failure to make any Contribution due to MPR Kansas in accordance with the directives of the MPR Kansas Board of Directors;

(3) failure to undertake or to continue risk management or loss control measures recommended by MPR Kansas;

(4) failure to allow MPR Kansas and its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of MPR Kansas;

(5) failure to cooperate fully with MPR Kansas officers, employees, attorneys, claims adjusters or other agents;

(6) failure to file required reports with MPR Kansas or the filing of a false claim or report or any conduct which impairs the ability of MPR Kansas to carry out its purposes;

(7) adverse loss experience as determined by the Board of Directors;

(8) breach of any of Member's obligations under these Bylaws, MPR Kansas Coverage Documents, or MPR Kansas Policies and Procedures; or

(9) failure of a Member, the elected governing body of the Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the constitution or statutes of the state which has enabled the creation of the Member and which has prescribed the Member's classification as a governmental entity;

(10) a Member becomes ineligible for MPR Kansas Membership pursuant to § 5.1 of these Bylaws; provided that such Member may not be terminated during the Program year if such Member's ineligibility is established after the first day of a Program year; or

(11) any other cause that is deemed good cause by a two-third (2/3) vote of the entire Board of Directors.

**(b) Notification; Hearing, Obligations**

A Member shall be terminated immediately and without further notice upon the failure of a Member to maintain at least one Program or receive any Services from MPR Kansas. A Member shall be terminated with not less than thirty (30) days notice upon the determination by the Board of Directors that such Member has adverse loss experience. In all other cases, a Member may be terminated only after written notice sent by certified or first class mail from the President/CEO of MPR Kansas stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in MPR Kansas. The President/CEO of MPR Kansas shall present the case for

termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

The decision by a majority of the total members of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination shall take effect thirty (30) calendar days after the decision to terminate is approved by the Board of Directors.

A terminated Member shall forfeit all rights to any MPR Kansas refunds, dividends, or distribution of assets upon dissolution after the effective date of termination. Any terminated Member shall continue to be bound to those same continuing obligations as to which a withdrawing Member is obligated in accordance with Section 5.8 of these Bylaws.

#### **Section 5.10 Application of Sections 17-6501 to 17-6523 of the Code**

The provisions of Sections 17-6501 to 17-6523 of the Code shall apply to MPR Kansas except to the extent the provisions of such Sections are inconsistent with the Articles of Incorporation of MPR Kansas or these Bylaws, provided, however, that no Section allowing proxy voting shall apply to MPR Kansas.

### **ARTICLE 6 BOARD OF DIRECTORS**

#### **Section 6.1 Powers; Election; Vacancies**

The Board of Directors shall consist of seven (7) members. The Board of Directors shall adopt rules for the election of Directors by the Member Representatives and for appointment to fill Director vacancies by the Board of Directors, provided that the following conditions are fulfilled:

(a) at least two members of the Board of Directors shall be from the six largest Members as measured by total contributions paid in MPR Kansas's most recent fiscal year;

(b) each Member Representative shall be entitled to one vote for each Director position to be filled;

(c) Directors shall serve three year, staggered terms provided that no Director may serve more than two consecutive three-year terms or a total of six consecutive years. Board service by individuals appointed to fill the remainder of an unexpired term shall not be considered for purposes of these limitations;

(d) Directors shall assume office at the end of the annual membership meeting following election;

(e) by majority vote of the total number of serving Directors, the Board of Directors shall appoint qualified individuals to fill vacancies on the Board of Directors for the remainder of any unexpired term;

(f) the number of Directors may be increased or decreased by a supermajority vote of two-thirds (2/3) of the Members at the annual meeting of Members as defined by Section 5.5; and

(g) the Board of Directors shall adopt rules for the nomination of qualified candidates to run for election to the Board of Directors.

## **Section 6.2 Director Qualifications**

All Directors shall be full time employees of a Member. Any Director who fails to meet this requirement or whose Member entity withdraws or whose membership in MPR Kansas is terminated as provided in these Bylaws shall immediately forfeit the Director's position. All directors shall meet the requirements of the Code.

## **Section 6.3 Director Compensation and Expenses**

Directors shall serve without compensation. Directors' reasonable and necessary expenses related to service on the Board of Directors shall be paid or reimbursed by MPR Kansas.

## **Section 6.4 Board Officers**

The first agenda item, following roll call, at the first meeting of the Board of Directors following the annual meeting shall be the election of MPR Kansas officers (the "Board Officers"). The Board of Directors shall review the nominees recommended by the Nominating Committee created for such purpose and elect, by majority vote from its membership, a Chair, Vice-Chair, Secretary and a Treasurer. The Board of Directors may elect persons nominated by the Nominating Committee or may elect persons not so nominated to one or more Board Officer positions provided that such persons meet the qualifications and requirements set forth herein. Only Directors who have previously served at least one term on the Board of Directors shall be eligible for the positions of Chair and Vice-Chair. These Board Officers shall immediately assume their offices and shall serve until the next regular meeting of the Board of Directors following the annual meeting or until their successors are duly elected and qualified. The President/CEO shall serve temporarily as presiding officer during the election of Board Officers.

The Chair shall preside at all Board of Directors meetings and shall be entitled to vote on all matters brought before the meeting. The Chair shall also, with the approval of the Board, appoint all committee members. The Board may also authorize the Chair to represent the interests of MPR Kansas before such organizations as the Board shall designate. The Vice Chair shall act in the Chair's absence.

The Secretary shall prepare, or cause to be prepared, the official minutes of all meetings of the Board of Directors and of the Members, and shall authenticate all MPR Kansas official records.

The Treasurer shall prepare or cause to be prepared an accurate accounting of all MPR Kansas assets and liabilities and all receipts and disbursements. The Treasurer shall perform the duties generally incident to the office of Treasurer.



In the case of a vacancy in any office, the Board of Directors shall, at the Board of Directors' next regular meeting, appoint a qualified Director to fill the unexpired term. No individual may serve more than three consecutive one year terms in the same office position.

One person may hold more than one of the offices described above; provided, however, that the same person may not serve as both Chair and Vice-Chair or Chair and Secretary.

## **Section 6.5 Board Powers**

Except as otherwise required by law, MPR Kansas's Articles of Incorporation, or these Bylaws, all corporate powers of MPR Kansas shall be exercised by or under the authority of, and the affairs of MPR Kansas shall be managed under the direction of, the Board of Directors. The Board of Directors shall have the authority and power to take all steps and actions necessary, desirable or expedient to fulfill the obligations and objectives contained in these Bylaws. The enumeration of any specific duty or power is not to be construed as a limitation upon the right to exercise any other powers or duties.

Subject to any applicable laws, and upon such terms as the Board of Directors shall establish in accordance with Section 9.2 of these Bylaws, the Board of Directors may, but shall not be required to, declare refunds or dividends to Members. Except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, any Member who withdraws prior to the declaration of any refund or dividend from the Program as to which the refund or dividend is based shall surrender all rights to such refund or dividend. Any dividend or refund allocable to a Member shall first be used to offset and reduce the amounts, if any, which may be due and unpaid to MPR Kansas from such Member.

The Board of Directors shall approve and execute a management and administration agreement with Midwest Public Risk ("MPR") for implementation of the Risk Sharing Agreement.

The Board of Directors may enter into interlocal agreements with other types of coverage risks, and may enter into similar interlocal agreements with other appropriate entities, subject to applicable law, at the discretion of the Board of Directors.

The Board of Directors shall select a qualified public accounting firm to audit, on an annual basis, MPR Kansas's financial records in conformance with generally accepted accounting principles, relevant laws and these Bylaws. A copy of the audit shall be distributed as required by law.

The Board of Directors shall adopt an annual budget in a form and manner determined by the Board of Directors.

The Board of Directors shall adopt rules governing the conduct of Directors and Director meetings, including, but not limited to, an attendance policy. Directors may only be removed by the majority vote of a quorum of a meeting of the Members.

## **Section 6.6 Committees**

The Board of Directors shall appoint a committee for the nomination of Board Officers (the "Nominating Committee") at each June meeting of the Board of Directors. The Nominating Committee shall develop recommendations regarding the election of Board Officers for consideration by the full Board of Directors at the first meeting of the Board of Directors following the annual meeting, and shall develop similar recommendations for appointments to fill any vacancies in Board Officer positions. Members of the Nominating Committee shall serve one (1) year terms.

The Board of Directors may create advisory and technical committees as deemed necessary or expedient. The Board of Directors shall determine committee duties, number of members, and membership qualifications and terms. The Chair shall, with the approval of the Board of Directors, appoint all committee members and committee chairs, with the exception of the Nominating Committee. At least one Member of the Board of Directors shall serve on each committee. No committee shall possess or exercise the authority or power of the Board of Directors.

## **Section 6.7 MPR Kansas Policies and Procedures**

The Board of Directors shall adopt Policies and Procedures, not in conflict with these Bylaws, that are necessary, expedient or desirable for the operation and functioning of MPR Kansas. All Members, Directors, officers, employees and other service providers shall be subject to and adhere to such Policies and Procedures.

## **Section 6.8 Meetings**

The Annual Meeting of the Board of Directors shall be held immediately following the annual Member meeting for the purpose of electing MPR Kansas officers and transacting such other business as may properly be brought before the meeting. In addition to such Annual Meeting, the Board of Directors shall hold regular meetings on the first Wednesday of February, April, June and December of each year at 10:00 a. m. or at such other time and place as may be designated by the Board of Directors. Special Board of Directors' meetings may be called by the Chair or by 1/3 of the Directors. Any topic may be discussed at a regular meeting; only topics on the agenda may be discussed at a special meeting. Directors and Member Representatives shall receive at least five (5) days' written notice of all Board of Directors meetings, which notice may be electronic.

A quorum consisting of a majority of the serving Directors shall be present in order to conduct business at any Board of Directors meeting. Directors may participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other, participation in this manner shall constitute the presence of a Director at the meeting for purposes of quorum and voting. The President/CEO shall prepare the agenda for all Board of Directors meetings.

All Board of Directors meetings, except those permitted by law to be closed, shall be open to the public, and all votes shall be public except as otherwise permitted or required by law

or these Bylaws. Unless notice is provided to the contrary, all meetings of the Board of Directors shall be held at MPR Kansas's principal office.

Except as required by law or these Bylaws, a majority vote of the Directors present at a meeting at which a quorum is present shall be required to approve all motions or other actions of the Board.

## **ARTICLE 7 PRESIDENT/CEO**

### **Section 7.1 President/CEO; Appointment; Authority**

There is hereby created the position of President/Chief Executive Officer ("President/CEO") who shall be appointed and may be removed by a majority of the total membership of the Board of Directors. The President/CEO shall be an officer of MPR Kansas.

The President/CEO shall be MPR Kansas's chief executive officer and shall be responsible to the Board of Directors for the proper administration and conduct of all Programs and Services offered by MPR Kansas. All agents, employees and independent contractors shall report to the Board of Directors through the President/CEO and shall be supervised by the President/CEO.

Subject to any limitations adopted by the Board of Directors, the President/CEO is authorized to settle all claims or cases involving the Programs provided by MPR Kansas.

The President/CEO shall prepare and submit to the Board of Directors, for consideration prior to the start of each fiscal year, a recommended budget for the forthcoming year. The President/CEO shall attest to all official records, sign contracts, select, appoint and supervise all employees, implement the adopted annual budget, and do all other things customary to this position.

The President/CEO shall be a member of all standing and special committees and shall be entitled to attend all Board of Directors and committee meetings with a right to speak but not to vote on issues. The President/CEO may be excused from Board or committee meetings pertaining to the President/CEO's employment or job performance.

## **ARTICLE 8 COVERAGE DOCUMENTS; UNDERWRITING CONTRIBUTIONS**

### **Section 8.1 Coverage Documents**

MPR Kansas Programs shall be described in separate Coverage Documents. MPR Kansas may add, delete, or modify the Coverage Documents for such Programs as the Board of Directors may determine. When a Member has other valid and collectable insurance policies or other similar protection against losses covered by MPR Kansas, all MPR Kansas Programs for such lines of coverage shall be considered excess only and not primary or contributory.



## **Section 8.2    Modification of Coverage Documents and Conflicts**

Coverage Documents may be modified by the President/CEO to meet specific Member or MPR Kansas needs and shall be provided to the Member. Such Coverage Documents shall be subject to all of the terms and conditions of these Bylaws and MPR Kansas Policies and Procedures. In case of any conflict between the Coverage Documents and these Bylaws, these Bylaws shall be controlling.

## **Section 8.3    Coverage Questions; Appeals and Other Disputes**

The President/CEO shall decide all questions of coverage in specific cases. A Member may appeal the President/CEO's decision to the Board of Directors. Notification of such appeal must be taken no later than sixty (60) calendar days after the date of the President/CEO's decision. The Member shall have the opportunity to appear and present evidence to the Board of Directors. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

The Board of Directors shall decide all other disputes between MPR Kansas and any Member involving these Bylaws, Coverage Documents or Policies and Procedures. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

## **Section 8.4    Acceptance and Withdrawal of Coverages**

No Member shall receive any Program or Services unless the Member's request for such Program or Services is accompanied by either a copy of the minutes documenting a majority vote or a Resolution adopted by its governing body expressing the governing body's intention to secure the Program or Service from MPR Kansas.

Any Member may withdraw from, and cease participation in, any MPR Kansas Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw. In the case of any such withdrawal from a Program, except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, the withdrawing Member shall forfeit all rights to any refunds, dividends or payments in dissolution which may be declared subsequent to the date of withdrawal with respect to the Member's past participation in the Program. A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given.

A withdrawing Member from any Program shall continue to be responsible for all obligations after the date of withdrawal that relate to the prior coverage under the Program, including, but not limited to, the obligation to satisfy any special assessments. The withdrawing Member shall also be subject to all MPR Kansas rules pertaining to any obligation, claim or lawsuit covered by MPR Kansas.

Any Member who withdraws from any Program or Service and fails to provide the required ninety (90) days' notice of intention to withdraw shall pay liquidated damages equal to 25% of the Program's annual premium contribution paid by the Member in the prior year. The Member agrees to pay such liquidated damages within twenty (20) calendar days after receipt of a bill. MPR Kansas and the Member agree that it is not possible to calculate the damage to MPR Kansas which may be caused by the breach of this condition and that the foregoing percentage constitutes liquidated damages which are a good faith estimate by MPR Kansas and the Member. The Board of Directors, at its discretion, may shorten the ninety (90) days' notice period as it deems appropriate, provided that it shall have previously given written notice of such change to all of the Members.

#### **Section 8.5 Contributions**

MPR Kansas Programs and Services shall be funded by Contributions from its Members and Member employees for those Programs and Services in which Members desire to participate. The Board of Directors shall determine when Contributions are due and may impose charges for late payments. Each Member's account shall be reviewed on an annual basis.

#### **Section 8.6 Underwriting**

Contributions for Programs and Services paid by Members and their employees shall be determined in accordance with underwriting guidelines approved by the Board of Directors. Underwriting guidelines may be based upon any factor or combination of factors which relate to potential losses and which will produce sufficient income to pay losses and related administrative expenses. Underwriting guidelines shall be reviewed periodically to insure that they meet the stated objectives.

#### **Section 8.7 General and Separate Funds**

Contributions from Members shall be paid into a general fund. Monies shall be paid out of the general fund to such separate Program funds as the Board of Directors shall determine. Each separate Program shall have its own separate fund.

#### **Section 8.8 Commingling of Program Funds Prohibited**

Contributions paid and any assets attributable thereto by Members for any MPR Kansas Program shall not be used or devoted to any purpose other than to pay losses and expenses related to the specific Program, including any Program Fund established pursuant to any risk sharing agreement, for which the Contributions were paid.

#### **Section 8.9 Member Privilege**

The Board of Directors shall establish rules which shall govern and determine the settlement of claims or lawsuits covered by MPR Kansas Programs, provided that the Member may reject recommended settlements. If a Member exercises this privilege to reject a recommended settlement, the Member shall thereafter be responsible for all damages, expenses and costs, of every kind and description, without limitation, that exceed the rejected settlement and accrued loss adjustment expenses through the date of rejection by the Member.

## **ARTICLE 9 MPR KANSAS ASSETS**

### **Section 9.1 MPR Kansas Assets**

All Contributions, monies, and other assets, including interest or other investment earnings thereon paid by Members to MPR Kansas, and any other assets obtained in any other manner by MPR Kansas, shall be the property of MPR Kansas. No Member shall have any right or claim to such MPR Kansas assets including, but not limited to, any excess or surplus funds held by MPR Kansas, except such that are authorized specifically by MPR Kansas's Articles of Incorporation, these Bylaws, or by resolution of the Board of Directors. All assets of MPR Kansas, including but not limited to, any excess or surplus funds held by MPR Kansas, may be used for MPR Kansas purposes in such manner as the Board of Directors deems appropriate.

### **Section 9.2 Excess or Surplus Distributions**

Provided that all statutory and regulatory requirements are complied with, including but not limited to the requirements of K.S.A. 12-2621(c), the Board of Directors, in its sole discretion, may determine to make distributions of excess or surplus funds from any Program to such Program's Members. The Board may delegate the authority to determine and make distributions of excess or surplus funds from any Program to such Program's Members by written agreement to Midwest Public Risk, a Missouri nonprofit corporation. Such distributions shall be limited to Members which were active participants in good standing in such Program throughout the entire Program Year for which a distribution was declared.

### **Section 9.3 Special Assessments**

If, at any time, in the opinion of the Board of Directors, MPR Kansas's assets are insufficient to meet anticipated obligations for any Program or Service offered by MPR Kansas, the Board of Directors shall develop a financial plan to restore MPR Kansas's financial integrity. The Board may direct Members to pay a special assessment to eliminate such insufficiency provided that the Member was a participant at any time during the MPR Kansas fiscal year in the Program or Service which incurred the insufficiency. Each Member shall be assessed its pro rata share of the insufficiency based upon its relative percentage of the total Contributions or fees paid by all Members for the Program or Service as to which the insufficiency has arisen, and shall be jointly liable for payment of claims to the extent of the assets of the pool, as required by K.S.A. 12-2618(e).

A Member shall be and remain liable for any special assessment whether or not the Member was a MPR Kansas Member at the time of the levying of the special assessment.

## **ARTICLE 10 STANDARD OF CARE; BOND; INDEMNIFICATION**

### **Section 10.1 Standard of Care**

Directors, officers and employees of MPR Kansas shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties on behalf of MPR



Kansas. Such Directors, officers, and employees shall not be liable for any mistake of judgment or other action made, taken or committed by them in good faith nor for any action taken or omitted by any agent, employee or independent contractor who was selected with reasonable care. No Director shall be liable for any actions taken or not taken by any other Director.

#### **Section 10.2 Bond**

MPR Kansas may provide for a bond or other security to guarantee the faithful performance of the obligations of its Directors, officers and employees.

#### **Section 10.3 Indemnification**

MPR Kansas shall hold harmless and defend and indemnify all present and past Directors, officers and employees for actions taken by any such person in good faith within the scope of his or her authority or duties for MPR Kansas. This duty shall apply to any direct or derivative action involving the Director, officer or employee. To the extent permitted by law, the Board of Directors may enter into written indemnification agreements with individual Directors, officers and employees. MPR Kansas may also purchase liability insurance providing similar coverage for Directors, officers and employees.

### **ARTICLE 11 DISSOLUTION AND DISTRIBUTION**

#### **Section 11.1 Dissolution**

MPR Kansas may be dissolved as of the last day of any MPR Kansas fiscal year upon a vote of two-thirds (2/3) of all Member Representatives.

Upon the dissolution of MPR Kansas, the then current Board of Directors shall take all actions which shall be necessary for the orderly winding down of MPR Kansas's Programs and Services and for the completion of MPR Kansas's dissolution and liquidation subject to the Code.

#### **Section 11.2 Distribution of Assets**

All net assets shall be distributed pro rata to the current and former Members of the respective programs. Such net assets shall be distributed, separately by Program by calculating the relative percentage of the total Program premium contributions for each Program paid by each current and former Member during MPR Kansas's existence prior to the date of dissolution and multiplying the net assets by that percentage.

### **ARTICLE 12 MISCELLANEOUS**

#### **Section 12.1 Intergovernmental Contract**

These Bylaws shall constitute an intergovernmental contract among the Members and MPR Kansas. Nothing in these Bylaws shall be inconsistent with, or cause any Member to

violate, any constitutional or statutory provision which prohibits political subdivisions from becoming indebted in an amount exceeding in any one year the income and revenue provided for such year plus any unencumbered balances from previous years.

#### **Section 12.2 Governing Law**

These Bylaws shall be subject to, and governed by, the laws of the State of Kansas, including specifically the Code.

#### **Section 12.3 Binding Effect**

These Bylaws shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns, provided, however, that a Member may not assign its rights or delegate its duties without MPR Kansas's prior written consent.

#### **Section 12.4 Disputes**

In the event of any dispute hereunder which results in litigation, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses of such litigation. Any action against MPR Kansas by a Member shall be brought only in the county in which MPR Kansas's principal office is located.

#### **Section 12.5 Severability**

These Bylaws are expressly declared to be severable, and in the event that any article, provision, clause or other part of these Bylaws is declared invalid or unenforceable by a court of competent jurisdiction, such action or unenforceability shall not affect the validity or enforceability of any other article, provision or clause.

#### **Section 12.6 Amendment**

These Bylaws may be amended by approval of the vote of two-thirds (2/3) of the Member Representatives present at any annual membership meeting or special membership meeting called for that purpose. Only amendments recommended by the Board of Directors shall be considered for adoption.

A copy and an explanation of all recommended amendments stating the reasons and impact of each proposed amendment shall be sent to all Member Representatives, by certified mail, no later than ten (10) days prior to the meeting date.

Any amendment to these Bylaws shall take effect immediately or at the time specified in the amendment. Such amendments shall be binding upon all Members without further action by MPR Kansas or the Members.

*[END OF BYLAWS; BALANCE OF PAGE LEFT BLANK;  
AGREEMENT AND EXECUTION PAGE FOLLOWS]*

### AGREEMENT AND EXECUTION

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of these Bylaws as a contract among MPR Kansas and its Members. By the execution of these Bylaws by the Member, the individual so executing acknowledges that these Bylaws have been duly accepted and authorized by all necessary and appropriate action of the governing body of the Member. The Member's participation as a Member of MPR Kansas shall not be effective unless and until either a copy of the minutes documenting a majority vote or Resolution of the governing body of the Member granting authority to execute these Bylaws is delivered to MPR Kansas and is attached hereto.

Accepted:

\_\_\_\_\_  
Member

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MPR Kansas**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*[Handwritten Signature]*  
*MPR of KS, Inc. Chair*  
*7-1-16*

*[AGREEMENT AND EXECUTION PAGE TO BYLAWS]*



**OPEN ENROLLMENT 2021**

# **NAVIGATING A NEW PLAN YEAR**



**EMPLOYEE BENEFITS  
ADMINISTRATIVE MANUAL  
2021-2022**



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Member Owned | Member Focused

## Employee Benefits Communication

### MPRBenefits.com

We use this secure, confidential website to manage MPR program information, including enrollment, eligibility, and billing.

Plan information for employees is electronically available at [MPRBenefits.com](http://MPRBenefits.com) in the Reference Center.

This allows electronic delivery of required materials.

Printed materials are available upon request by calling 816-292-7500 or by email at [benefits@mprisk.org](mailto:benefits@mprisk.org).

### Materials available:

- Summary of Benefit Coverage (SBC)
- Summary Plan Description (SPD)
- ACA Forms
- Annual Required Notices (MPR Privacy Notice, CHIP, Medicare Part D)

### mprisk.org

To learn more about MPR, please visit [mprisk.org](http://mprisk.org). View our calendar for Board of Directors Meetings, Advisory Committee Meetings, Wellness Events, and other trainings.



This manual is designed to provide those with human resources roles with general guidelines regarding Midwest Public Risk benefit plans and the enrollment process for new Employees, changes to existing coverage and termination of coverage. Whenever possible, contact names and numbers are provided for assistance.

Midwest Public Risk provides a variety of plans throughout the states of Missouri and Kansas. The MPR pool of entities sponsors a self-funded program, and the contributions we receive are used to pay the claims and administrative costs of the benefits. Our primary objectives are to provide excellence in benefit plans, competitive pricing, and exceptional service to our Members. Since we are self-funded, we approach every aspect carefully to safeguard your investment in MPR's funds.

As a non-profit public entity our staff is accountable to the MPR Board of Directors who is investing and using your contributions wisely and appropriately. The board of directors consists of representatives from MPR Members and are elected by MPR Members.

We offer a variety of Plans to meet your Employees needs, including a high deductible health plan with a health savings account. The Cigna Open Access Plus network provides network access for all locations in the two-state area and nationwide in-network access outside Missouri and Kansas. Your entity may choose to offer one or more plans. MPR reserves the right to limit the number of plans offered.

All of our medical plans include CVS/Caremark pharmacy coverage and an Employee Assistance Program (EAP). MPR also offers dental and vision programs which are separate from the medical plans. Your entity can choose whether or not to make dental and/or vision coverage available.

We partner with third party administrators to provide you with competitive benefit plans and responsive service partners for benefits and claims processing.

**If your entity does not participate in all of MPR's programs or plans, then some of the detail in this guide may not be applicable to you.**

We offer this manual as a guide and it is subject to change. The Benefits staff at MPR is available to support your needs and assist you with training for administrative procedures.

Please feel free to contact us at 816-292-7500.

## Welcome

Welcome to MPR Employee Benefits. We are excited to have you as a Member.

Each Member Entity designates a Member Representative: Member Representative(s) shall mean the individual, who shall be either an elected official or a full-time Employee of a Member, who has been duly appointed by a Member to represent the Member's interest in MPR and to carry out the obligations of a Member Representative under these Bylaws.

Midwest Public Risk (MPR) relies on advisory committees to develop action plans for enhancements in coverage, services, and training. Members work in conjunction with MPR staff to implement changes that can improve overall risk management. Member input and support of overall strategies is critical to the success of the pool.

We strongly encourage you to participate in committee meetings.

### **BENEFITS ADVISORY COMMITTEE (BAC)**

This committee meets to review underwriting criteria, benefit plan design, and services provided through partners and vendors. The BAC annually develops and delivers a set of recommendations to the MPR Board of Directors concerning the health, dental, and vision plans. This committee is open to any of our health benefits contacts - individual(s) most involved in the Human Resource functions at their entity, as well as the Member Representative.

Meeting Frequency: monthly between September and March.



**Businessolver (BSC)**  
**Eligibility, Billing and Administration**  
[MPRBenefits.com](http://MPRBenefits.com)

If you have questions please contact your MPR Benefits Advisor.

**Document Center:**  
A secure portal for your Member Entity, available for HR/Administrator.

**Reference Center:**  
A secure portal for your Employees to view information from MPR and your Entity.

**Direct Bill Employer Resource Line For COBRA & Retirees**  
(844) 411-4784

**Motivate Me: Reporting**  
Jeff Aebersold  
[william.aebersold@cigna.com](mailto:william.aebersold@cigna.com)  
(816) 292-7564

**MPR Employee Benefits Team**  
[benefits@mprisk.org](mailto:benefits@mprisk.org)  
Phone: (816) 292-7500

**KS & MO Payments**  
Midwest Public Risk  
19400 East Valley View Parkway  
Independence, MO 64055

**Cigna Escalated Issues**  
Mark Westergaard  
[mark.westergaard@cigna.com](mailto:mark.westergaard@cigna.com)  
Phone: (860) 787-7276  
Fax: (860) 687-9301

**CVS Caremark**  
[Caremark.com](http://Caremark.com)  
Phone: (888) 964-0090

**Delta Dental Escalated Issues**  
MO: Jackie Frost  
[jackie.frost@deltadentalmo.com](mailto:jackie.frost@deltadentalmo.com)  
Phone: (816) 931-5114  
Fax: (816) 931-5588

KS: Erin Baker  
[ebaker@deltadentalks.com](mailto:ebaker@deltadentalks.com)  
Phone: (913) 906-9373  
Fax: (913) 381-8312

**GuidanceResources EAP by CompPsych**  
Debbie LaManna  
[dlamanna@compsych.com](mailto:dlamanna@compsych.com)  
Phone 312-498-0389

# Contact Information for Employees



Retiree / COBRA: 833-357-8158 | [MPRBenefits.com](http://MPRBenefits.com)  
MPR (C/O Businessolver, Inc) Retirees/Direct Billing Processing  
P.O. Box 310512 | Des Moines, IA 50331



[MyCigna.com](http://MyCigna.com)  
800-CIGNA24 or 800-244-6224 Open 24/7  
Registration: [MyCigna.com/activate](http://MyCigna.com/activate)



Durable Medical Equipment  
Call us at 800-244-6224 or go to [mycigna.com](http://mycigna.com)



Call us at (888) 964-0090 or visit us online at [Caremark.com](http://Caremark.com)  
For CVS Specialty call (800) 237-2767 or online at [cvsspecialty.com](http://cvsspecialty.com)



Customer Service | Group #: 5226  
MO: (800) 392-1167 [deltadentalmo.com](http://deltadentalmo.com)  
KS: (800) 234-3375 [deltadentalks.com](http://deltadentalks.com)



833-955-3396 | Online: [guidanceresources.com](http://guidanceresources.com)  
App: GuidanceNow and myStrength®  
Web/App ID: MPR3



For Choice Fund Plan  
Call us at 800-244-6224 or visit us online at [mycigna.com](http://mycigna.com)



Call us at 1-888-726-3171  
or visit us online at [MDLIVE.com/MPRisk](http://MDLIVE.com/MPRisk)



Contact PinnacleCare  
to learn more about the benefits offered:  
[Pinnaclecare.com/support](http://Pinnaclecare.com/support) or by phone 888-442-7380



(800) 877-7195 or [vsp.com](http://vsp.com)  
Group #: 12022006

Medical, Dental and/or Vision coverage for newly hired Employees and their eligible dependents does not begin until they have satisfied the eligibility waiting period established by your entity. It is helpful to begin the enrollment process 30 days prior to their effective date so ID cards can be issued timely. All coverage changes due to a Qualifying Life Event must be completed at [MPRBenefits.com](https://MPRBenefits.com) within 31 days of the event. Required documentation must be uploaded before change is approved.

Employees, spouses and dependents must all meet the

Eligibility Definitions described in the Plan Documents and the MPR Underwriting Guidelines. Employees are responsible for uploading required documentation; and the Employer is responsible to verify eligibility and documentation. The enrollment is not complete until you, as the administrator, approves the pended Employee enrollment on the BSC Portal.

**The HR Administrator should also retain all documentation as required by your entity. On occasion, MPR may choose to conduct random audits of eligibility.**

**All Employees must elect, confirm or waive coverage at [MPRBenefits.com](https://MPRBenefits.com)**  
**Social Security Numbers are required for all covered individuals for compliance purposes.**

|   |  |
|---|--|
| <b>ADOPTION</b>   | Child can be added within 31 days of guardianship.<br>Effective: Date of Placement/Guardianship. (Please note: if addition of child changes tier, the additional cost will apply on the 1st of the following month, or if the date of guardianship is the 1st, it will apply immediately.)   |
| <b>Documentation:</b>                                   | Varies- Legal Document that awards guardianship or placement.  |
| <b>BIRTH</b>  | Newborns are not automatically covered; employee must elect coverage and provide documentation within 31 days of birth.<br>Effective Date: Date of Birth (Please note: If addition of child changes tier, the additional cost will apply on the 1st of the following month, or if the date of birth is the 1st, it will apply immediately).  |
| <b>Documentation:</b>                                   | Copy of the hospital certificate of birth. State-issued birth certificate and Social Security Number when available.   |
| <b>CHANGE OF COVERAGE UNDER ANOTHER EMPLOYER'S PLAN</b> | MPR will allow a new election when a change is made under another employer's plan. Example: Your Spouse's Open Enrollment period is at a different time of year. You may add your dependents to your current plan or drop your coverage and/or dependent coverage if you elect to move to your spouse's plan.  |
| <b>Documentation:</b>                                   | Certificate of coverage or letter from the insurance company or employer indicating qualifying event date.   |
| <b>COURT ORDER/ CHILD SUPPORT ORDER</b>                 | Dependents can be added within 31 days as Child Support Order/Divorce Decree indicates, as signed by a Judge.<br>Effective: First of the following month or as required by court order.<br>Dependents can be removed within 31 days as Child Support Order/Divorce Decree indicates, as signed by a Judge.<br>Effective: Last day of the month.<br>Documentation must be received within 31 days of decree date. |
| <b>Documentation:</b>                                   | Order from Division of Family Services/Family Support, Department of Social Services, Divorce Decree or Court Order signed by Judge.   |
| <b>DEATH</b>  | The termination date is the date of death.   |
| <b>Documentation:</b>                                   | NA   |
| <b>DIVORCE</b>  | Ex-Spouse will be covered through the end of the month of the divorce.<br>Documentation must be received within 31 days of divorce date.<br>Effective: End of the Month of the date of divorce.  |
| <b>Documentation:</b>                                   | Divorce Decree, signed by Judge, includes date and signature page, entire document is not needed.  |
| <b>ELIGIBLE RETIREES</b>                                | Same rules apply for qualifying events. At Open Enrollment, Retirees cannot move to a richer plan, they can either stay on current plan or move to lesser plan. At Retirement, they choose either COBRA or Retiree. They cannot move to Retiree once COBRA is exhausted. If they do not elect Medical, Dental and/or Vision at retirement, they cannot come back on the plan later.                              |
| <b>Documentation:</b>                                   | MPR Retiree Checklist, completed.<br>Government Entities - 10 Years of continuous employment history with an MPR Entity.<br>Schools - Copy of front page of PSRS/PEERS indicating Spousal coverage.  |
| <b>LOSS of DEPENDENT STATUS</b>                         | A Covered dependent that turns 26 and is not disabled.<br>Effective: End of the Birth Month.   |
| <b>Documentation:</b>                                   | None (child's birth date will already be in the system).   |



|                               |  |
|-------------------------------|--|
| <b>LOSS of OTHER COVERAGE</b> | If an employee and/or dependent involuntarily lose other insurance coverage.<br>Documentation must be received within 31 days of loss.<br>Effective: 1st of the following month.   |
| <b>Documentation:</b>         | Certificate of coverage or letter from the insurance company or employer showing date of coverage termination.   |
| <b>MARKETPLACE</b>            | Annual ACA Enrollment- If a member/dependent voluntarily chooses not to re-enroll or fails to pay premiums in the marketplace, this is not a qualifying event. They will not be able to enroll in an MPR plan until the next open enrollment.  |
| <b>Documentation:</b>         | NA   |
| <b>MARRIAGE</b>               | Documentation must be received within 31 days of marriage date.<br>Effective: First of the month following the date of marriage.   |
| <b>Documentation:</b>         | Marriage Certificate if adding spouse due to marriage. (For new hire or Open Enrollment, most recent tax return.)  |
| <b>MEDICAID</b>               | Employee/Dependents can be added within 60 days of Loss of eligibility of Medicaid or State Child Health Insurance Program (CHIP).<br>Effective: 1st of the month following date of coverage loss.<br>Employee/Dependents can be removed within 60 days of becoming eligible for Medicaid or State Child Health Insurance Program (CHIP).<br>Effective: 1st of the month following eligibility.<br>Documentation must be received within 60 days of notification date. |
| <b>Documentation:</b>         | Proof of loss or evidence of Insurance from Medicaid.  |
| <b>MEDICARE</b>               | Initial eligibility for Medicare at age 65 is a qualifying event. Coverage can be dropped within 31 days of eligibility.<br>Initial eligibility for Medicare due to a disability is a qualifying event to drop coverage within 31 days of eligibility.   |
| <b>Documentation:</b>         | Notice from Medicare.  |
| <b>MILITARY LEAVE</b>         | See below.   |
| <b>Documentation:</b>         | USERRA Requirements.   |
| <b>TERMINATING RETIREES</b>   | Kansas or Missouri Municipalities - Attains age 65, fails to make premium, becomes eligible for medical coverage under a plan of another employer.<br>Missouri Schools - Attains age 65 or fails to make premium.  |
| <b>Documentation:</b>         | NA   |

**Leave of Absence or Layoff** – coverage may continue for up to 90 days after the date in which the person last worked as an active Employee (depending on the Member entity's personnel policy) and runs concurrent with any FMLA continuation period.

**FMLA** – follow standard law for FMLA

**Rehire or Reinstated Employees** – must satisfy a new waiting period unless they maintained continuous coverage under COBRA with MPR Plans.

**Disability, Injury, or Sickness** – coverage can be continued following the latest of these dates: (1) for up to 90 days after the Employee last worked as an active Employee, if allowed by the Member entity's policy, or (2) the end of the period in which the person was entitled to regular pay as an active Employee or through personal paid time off, sick leave, vacation time or other defined salary compensation of the Member entity.

**Military Leave** – Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA) The Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) sets requirements for continuation of health coverage and re-employment in regard to an Employee's military leave of absence. These requirements apply to medical and dental coverage for the Employees and dependents.

Upon notification of leave, the Employee will have the right to elect COBRA coverage for a maximum of 24 months. For leaves of less than 31 days, coverage will continue as described in the Termination section regarding Leave of Absence. For leaves of 31 days or more, you may continue coverage for yourself and your Dependents as follows: You may continue benefits by paying the required contribution to your Employer, until the earliest of the following:

- 24 months from the last day of employment with the Employer;
- The day after you fail to return to work; and
- The date the policy cancels.

**Health Benefits.** Veterans and their families have two types of health benefit rights:

- **Health Insurance During Service.** If requested, Employers must continue to carry veterans and their families on the company health plan for up to 30 days of service, at the normal cost. Veterans can get up to 24 months of coverage, but the Employer may require the service Member to pay up to 102 percent of the full contribution.
- **Immediate Reinstatement of Health Benefits.** Veterans and their families may choose to go back on the company health plan immediately when they return to their civilian jobs. There can be no waiting period and no exclusion for pre-existing conditions, other than for VA-determined service-connected conditions.

## Who is ELIGIBLE for MPR healthcare coverage?

### Your Spouse

- The person is currently your legal spouse.

### Your Common-Law Spouse

- The person is currently your common-law spouse under the laws of the state where you live. (Missouri does not recognize common law).

### Your Dependent Child(ren)

- Under age 26, or
- Mentally or physically disabled child as long as proof of disability has been submitted to MPR within 31 days of the date coverage would otherwise terminate. Disabled child must be dependent upon you or your spouse for support, and is not able to hold a self-sustaining job due to his or her disability.



### Eligible Dependent Children Include:

- Birth child(ren) of the Employee or the Employee's spouse;
- Legally adopted child(ren) of the Employee or the Employee's spouse;
- A child placed under the legal guardianship of the Employee or the Employee's spouse;
- A grandchild if legal guardianship has been established; and
- A child for whom the Employee has the legal responsibility to provide health care pursuant to a Qualified Medical Child Support Order.

## Who is NOT ELIGIBLE for MPR health care coverage?

- A spouse from whom you are legally separated.
- A former spouse after the final date of divorce.
- Children who have reached the limiting age.
- Foster children.
- Grandchildren for whom legal guardianship has not been established.
- Step-children of a former spouse.
- Any dependent who is in active duty of the Armed Forces of any country for longer than 90 days.



## Employees are responsible for uploading required documents to the BSC Portal

**Social Security Numbers are required for all covered individuals for compliance purposes.**

### Legally Married Spouse

- Copy of your 1040 tax return filed for the prior year\* (page 1 only) which lists the names of the dependents you are covering and shows a "married" filing status. Please conceal any financial information, OR
- If you were married during the current year, you must submit a copy of a state-issued marriage certificate
- Domestic Partners are not eligible dependents

### Common-law Spouse

Is based on the state in which the Employee lives. The State of Missouri does not recognize Common Law Spouses.

You must submit a Common-law affidavit and at least two of the following:

- Copy of a mortgage or rent agreement in both names.
- Copy of a bank loan in both names.
- Copy of a vehicle title or registration in both names.
- Copy of a checking/savings account in both names.

### Birth Child of Employee or Employee's Spouse

Copy of your 1040 tax return filed for the prior year (page 1 only) which lists the names of the dependents you are covering. Please conceal any financial information, OR for newborn children, Employee must submit the following:

- A copy of the hospital certificate of birth
- To be followed by a state-issued birth certificate that includes the parents' names.

If the child is the birth child of your spouse and your spouse is not covered under the MPR health and/or dental or vision plan(s), OR you do not claim the dependent on your tax form, you must submit the following documentation:

- Copy of your 1040 tax return filed for the prior year (page 1 only) which lists the names of the dependents you are covering and shows a "married" filing status. Please conceal any financial information, AND
- Copy of a state-issued birth certificate (not a hospital certificate of birth) naming your spouse as a parent.

### Adopted Child or Child placed for Adoption with you or your spouse

Copy of your 1040 tax return filed for the prior year (page 1 only) which lists the names of the dependents you are covering. Please conceal any financial information.

If you did not claim the dependent on your tax form or the child was placed with you for adoption in the current year, you must submit the following:

- Copy of official adoption records naming you as a parent.

### Legal Guardianship

- Copy of your 1040 tax return filed for the prior year\* (page 1 only) which lists the names of the dependents you are covering, Please conceal any financial information, AND
- Copy of court decree naming you or your spouse as legal guardian. A notarized affidavit WILL NOT be accepted as legal guardianship.
- A grandchild is not an eligible dependent unless legal guardianship as been established.

If the guardianship was established in the current year, a copy of the court decree granting you or your spouse legal guardianship will suffice.

### Child of a Qualified Medical Child Support Order (QMCSO)

If the Employee is not enrolled in coverage at the time of the court order, they must enroll and add dependent children according to the court order. A copy of the QMCSO as executed by the court is required.

- Member Entity should upload required document(s).

### Disabled child over the age of 26

- Copy of the physician's documentation of mental or physical disability, AND
- Copy of your 1040 tax return filed for the prior year\* (page 1 only) which lists the names of the dependents you are covering. Please conceal any financial information.





Businessolver (BSC), MPR's benefits administration partner, will maintain all Employee and dependent eligibility. Businessolver electronically sends Membership enrollments and changes each week to all MPR Partners. In the event there is an urgent need to manually update a person's eligibility for services, please contact your MPR Benefits Advisor. Identification cards are mailed to the Employee's home within 10 business days. Cigna will mail cards for the medical and CVS/Caremark pharmacy plans and Delta Dental will mail cards for the dental plans. There is no ID card for VSP.

## Centralized Billing

BSC handles all billing statements for Medical, Vision and Dental plans.

As the Employer representative, you can access your entity's billings and statements online at [MPRBenefits.com](https://MPRBenefits.com). This allows you to look at past and current statements, view details as a PDF file or download to Excel.

All Member Entities should PAY AS BILLED. Adjustments, including terminations, status changes, additions, address changes, etc. should be communicated separately and not included with your contribution payment. If you disagree with the amount billed, please contact your MPR Benefits Advisor with details regarding the discrepancy. Details should be sent via email to your MPR Benefits Advisor prior to submitting payment. Audit your bills to ensure eligibility changes are processed. Terminations processed after 60-days will result in no credit given due to potential COBRA liability.

COBRA and Retiree enrollment and billing are administered by BSC. Please see the COBRA and Retiree Sections of this manual for additional details regarding this process.

## Billing Process and Timeline

Billing-Dates for posting are the same whether it is a holiday or weekend.

- Trial Bill is posted in Billing Invoice Document Center.
- Cut off date is 17th.
- Trial bill is available on the 20th.
- Audit bill for enrollment errors - updates must be completed by the 23rd by 3:00 pm. Send Case to your MPR Benefits Advisor, request to reload or import the new data. (Refer to page 12 "Creating a Case").
- Update trial invoice is within 24 hours. (This looks the same as the actual bill; invoice notes trial or final).
- No additional steps will need to be taken.
- Final Bill posts 25th, under Billing Invoice Document Center.
- If you do not update the system you must pay as billed. Payments received by the 19th will reflect on the trial bill. Payments received by the last business day prior to and up to the 24th will be reflected on the bill.
- Once you receive the email that the final bill is posted, go to [MPRBenefits.com](https://MPRBenefits.com) to view your bill.
- Payments may be submitted by mail or by ACH, please contact your MPR Benefits Advisor to obtain the ACH form.
- Payroll reports are run on a monthly basis. Typically, they are ran on the 25th and include the Employee contribution.
- The Submitted Changes report can be ran on demand. They show all the changes made in a defined period. Typically, they are ran before payroll for elected deductions.

**All billing questions and/or discrepancies should be directed to your MPR Benefits Advisor.  
Please send your remittance to MPR.**

**BSC Website training is available. Contact your EB Advisor.**

**Annual Enrollment** (July 1): All Employees, COBRA and Retirees will have the opportunity to log on to [MPRBenefits.com](https://MPRBenefits.com) during the open enrollment period to review their benefit options.

Remember that changes to Employee coverage can be completed only during Open Enrollment for a July 1st effective date, except in the event of a life status change:

Marital status – Birth – Adoption – Legal custody of dependent child

Loss of employment or in some cases loss of other coverage

If your entity has a Section 125 Contribution Only Plan or FSA, then additional limitations on changes and terminations may be applicable. Consult your Section 12 administrator for details.

**Changes between medical plans can only be made during Open Enrollment**

## Customized Enrollment Website

[MPRBenefits.com](https://MPRBenefits.com) will be used by Employers and Employees for all enrollments – new hires, enrollment changes and terminations for Medical, Dental and Vision Plans offered through MPR. Your entity may personalize your landing page. Contact your EB Advisor for details.

## New Hire Enrollment Process - [MPRBenefits.com](https://MPRBenefits.com)

1. Administrator/HR enters new hire personal data including email address. Open enrollment reminders and other communications will be sent to the primary email address on file. For HSA account, they must use a physical address.
2. New hire registers and completes enrollment process, electing MPR benefits offered by entity.
3. New hire uploads required dependent documentation.
4. Administrator/HR reviews and approves pending enrollment and closes any applicable accounts.
5. If your Employee is a rehire and/or an MPR COBRA participant, they must term out of COBRA before their rehire process can be completed.

Enrollment should be completed prior to effective date, but must be completed no later than 31 days after effective date.

## Qualifying Life Event Enrollment Process - [MPRBenefits.com](https://MPRBenefits.com)

1. Employee requests change on [MPRBenefits.com](https://MPRBenefits.com).
2. Employee uploads required documentation.
3. Administrator/HR reviews and approves pending enrollment changes.
4. Special enrollments must be completed within 31 days of the qualifying life event.
5. You will need to log on weekly to view any Employee changes or requests.

## Terminations - [MPRBenefits.com](https://MPRBenefits.com)

1. Administrator/HR completes Employee termination prior to last day of employment, if possible.
2. Terminations entered 60 days after termination date will result in loss of credit returned to the entity, due to COBRA liability.

If an Employee can't obtain information on MyCigna, Cigna has trained customer service representatives to ensure Members receive assistance with claims and benefit questions. Members or their providers may call the Customer/Member Services phone number on their identification cards for interpretation of their detailed benefits, how to use their benefits, help in locating providers, and claims questions.

Claims submitted due to accidents or injuries will trigger an accident inquiry form to be mailed to the Member and a copy to the provider. The claim will remain pending until the accident form is completed and returned.

If Cigna does not receive the completed form back from the Member within 20 days, all related claims will be denied. Denied claims will be reviewed for reprocessing if the form is received at a later date.

For active Employees, MPR plans are considered their primary coverage. For dependent spouses and children that also have other health coverage, different rules apply to determine which plan is primary and which plan is secondary. We coordinate claims payments with any other primary coverage. Inquiries to determine if other coverage circumstances have changed and if they have obtained other primary coverage, may occur at any time and especially each new plan year for the initial claim on a dependent spouse or child. It is very important that other coverage inquiries be returned in a timely manner, as claims will be denied if primary and secondary assignment cannot be determined. Claims will be reconsidered for payment once the information is received.

A Member can update other coverage information on [MyCigna.com](https://www.mprbenefits.com). Click on name, profile and update other insurance under "My Coverage".

Please refer any Employee questions regarding claims or benefits to the appropriate service partner. Information, including access to claim details, is available to Employees on-line at the partner websites.

## Creating a Case: Case Manager

### Creating a tracking ticket for Employees' questions or issues

- [MPRBenefits.com](https://www.mprbenefits.com)
- Employees
  - ◆ Search Employees
  - ◆ Cases → 
  - ◆ Employee Case Manager
  - ◆ Create a Case
  - ◆ Complete Information on Right Side
    - Reason (Drop Down)
    - Status (Action Needed)
    - Due Date (Default 7 Days)
    - Assigned to (Name of MPR Benefits Advisor)
    - Originating Source (Drop Down)
    - Add Description
    - Attach/Upload Document, if applicable
    - Submit





All claims should be mailed to the address on the back of the identification card or submitted electronically by the provider. Remember that it may take up to 60 days from the actual date of service until the claim is processed and paid. An Explanation of Benefits (EOB) will be mailed to the Employee and provider after each claim is processed. Deductible and out-of-pocket maximum are tracked on the EOBs. We encourage all Members to register at [MyCigna.com](https://www.mycigna.com) to view up-to-date information about their benefits, claim history and to obtain copies of an EOB. Providers can also call Cigna directly.

## Claims & Benefits

MPR has a designated customer service team at Cigna. When a Member or dependent calls 800-cigna24, they will be routed to the MPR team. The team answers most questions upon the first call and is happy to assist with benefits, claims, and provider questions, including network questions. Customer service is available 24/7 to answer your calls. Provider lookup can be found at [MyCigna.com](https://www.mycigna.com). Employees who do not have access to the web should call Cigna directly at 800-cigna24. All plans use the same Open Access Network, with the exception of SureFit plans which have a limited network.

## SureFit Plans

SureFit is a health plan designed to be more personal and more affordable. Cigna SureFit® is built around a local network of high-value doctors and hospitals in the Kansas City community who work together for your health and well-being, to provide coordinated care and help lower costs.

Finding care in the Cigna SureFit:

- **Choose an in-network PCP**  
When you enroll in the Cigna SureFit health plan, you and each covered family Member must choose an in-network primary care provider (PCP). If you don't, Cigna will assign one to you. You can change your PCP at any time by calling your Cigna One Guide® team or visiting [MyCigna.com](https://www.mycigna.com).
- **Get a referral**  
You must stay in-network (except for urgent or emergency care) and receive a referral from your PCP for specialty care. Otherwise, you may be responsible for the full cost of your care.
- **Access care**  
Your local network gives you access to more than 3,700 in-network primary care and specialty providers, hospitals and other facilities. To find in-network providers, go to [MyCigna.com](https://www.mycigna.com) > Find a Doctor or call your Cigna One Guide team. During initial enrollment, go to [Cigna.com](https://www.cigna.com).

## Open Access In Network Only (INO)

Midwest Public Risk offers participants in any INO plan access to participating providers nationwide through Cigna's Open Access Network. Plan coverage is limited to participating providers in the Open Access Network only. Provider look up and directories can be accessed through [MyCigna.com](https://www.mycigna.com) or by calling Cigna at 800-cigna24 (1-800-244-6224).

## Cigna Open Access Plans (OAP)

Midwest Public Risk offers participants in any OAP plan access to participating providers nationwide through Cigna's Open Access Plus Network. Provider lookup and directories can be accessed through [MyCigna.com](https://www.mycigna.com) or by calling Cigna at 1-800-cigna24 (1-800-244-6224).

## Cigna Choice Fund Plans (CF)

(Can be combined with a Health Savings Account)

Cigna Choice Fund plans are Qualified High Deductible Health Care plans. This plan may also be paired with a Health Savings Account creating a Tax Advantage Health Care plan. Employees wishing to enroll in this plan but not eligible for an HSA should enroll in the corresponding Consumer Directed plan. This plan utilizes Cigna's Open Access Plus Network.

Any individual is eligible for a Health Savings Account (HSA) who:

- Is covered by a Qualified High Deductible Health Plan
- Is NOT already enrolled in Medicare
- Is NOT covered by other health insurance (unless also a QHDHP)
- Cannot be claimed as a dependent on someone else's tax return

Individuals who are NOT eligible for a HSA include those who:

- Have Medicare (Can be set up before Medicare eligible)
- Have Tricare Coverage
- Have a Flexible Spending Account (FSA) (Employee or spouse) \*Can have limited FSA for dental & dependent care
- Have a Health Reimbursement Arrangement (HRA)

Employees can add to an HSA pretax if the Employer allows. Check with HR to obtain a form for payroll deductions. If you leave your place of employment, the money goes with you, and there are no "use it or lose it" provisions. The money in your HSA rolls over each year and continues to build until you spend it on eligible expenses or transfer the funds. Calendar Year Limits as of January 2021: \$3,600 for individual; \$7,200 Family (includes Employer contribution).



## Pharmacy Benefits (Included in all medical plans)

CVS Caremark administers pharmacy services for all MPR plans.

Contact CVS Caremark at [Caremark.com](https://www.caremark.com) or (888) 964-0090 for more information. Available 24/7.

Members can fill a 30-day supply at any pharmacy in the CVS/Caremark network; however, 90-day supplies are only available through CVS Retail Pharmacies or CVS Mail Order Pharmacy.

Specialty Medications are only covered through CVS Specialty. Log on to [CVSspecialty.com](https://www.cvspecialty.com) or call (800) 237-2767 for more information. Representatives are available from 6:30 a.m. to 8:00 p.m. (CT).

### On the website you can find:

- 90 Day Mail Order
- Forms
- Claims Details
- Cost Estimates
- Prior Authorization Information

### ID Cards:

Each Member will be sent one pharmacy card via mail to their home address.

Replacement cards may be printed from [Caremark.com](https://www.caremark.com).

ID Cards can also be accessed via the CVS/Caremark mobile app.



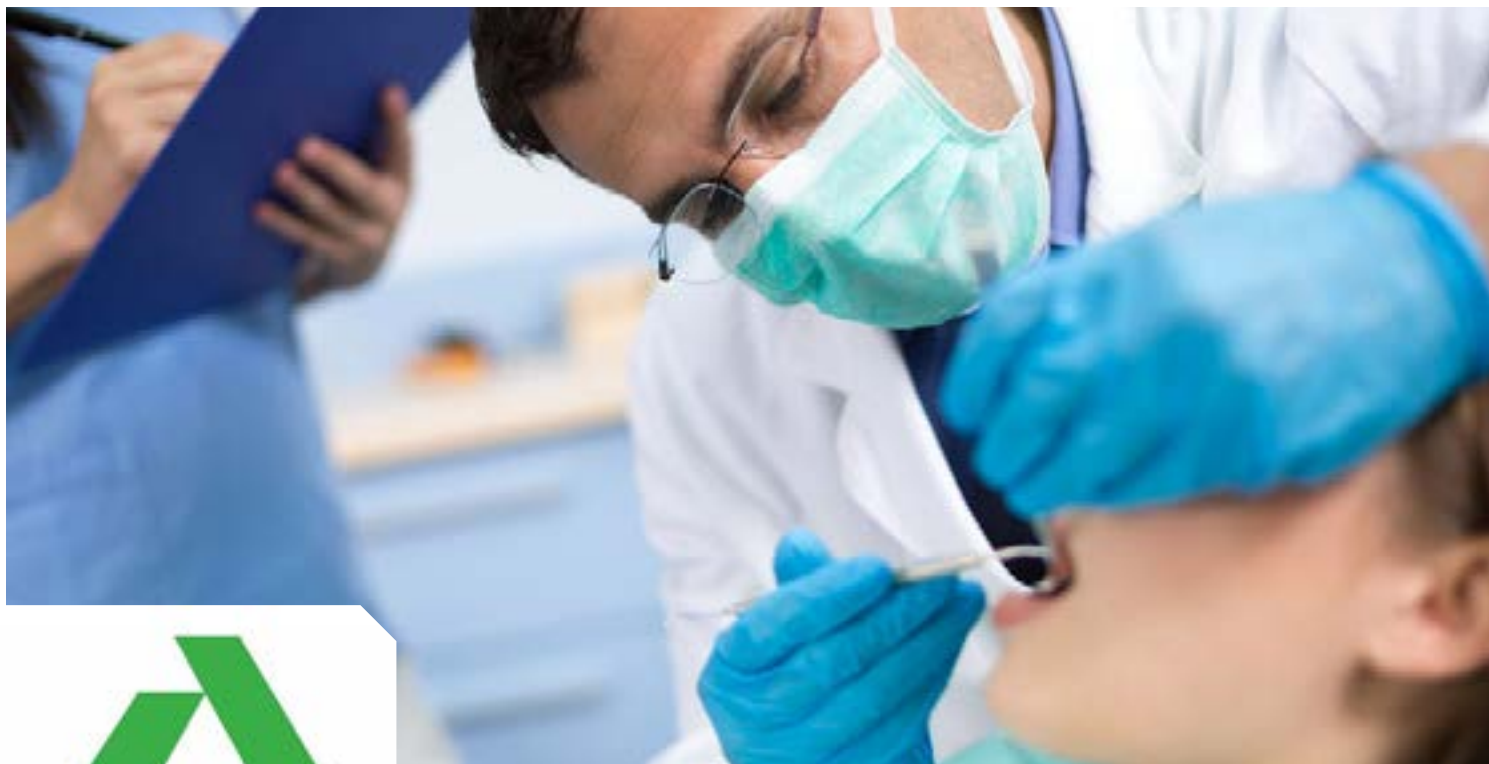
To find a VSP doctor  
please visit [vsp.com](http://vsp.com)  
or call 1-800-877-7195.

Please visit VSP's website at [vsp.com](http://vsp.com) to learn  
about Value Added Discounts, including discounts  
on Laser Vision Correction.

### **MPR partners with Vision Service Plan (VSP) to administer vision coverage.**

- VSP offers 35,864 Provider Access Points Nationally.
- All VSP providers have a dispensary on site (one-stop-shop approach).
- Although VSP providers are private practitioners, VSP does not dictate the location where a provider leases or owns their space. VSP Network Locations include major retail malls and shopping centers, medical buildings, office complexes and rural and suburban locations.
- Summaries are available at [MPRBenefits.com](http://MPRBenefits.com).
- VSP's website gives detailed information on exam and materials eligibility.
- Refer Employees to [vsp.com](http://vsp.com) or 1-800-877-7195. Services received from non-VSP providers can be filed for reimbursement; claim forms can be found online.
- Participants do not receive an ID card from VSP; however, Employees can print a personalized ID card at [vsp.com](http://vsp.com).





MPR partners with Delta Dental of Missouri and Delta Dental of Kansas to administer its comprehensive dental program. Participants have access to two national networks of dentists—Delta Dental PPO and Delta Dental Premier.

Using a provider in the smaller PPO network will enable the participant and the plan to receive deeper discounts on services. These added savings are passed along to participants who use the PPO network of dentists through increased coverage so that out-of-pocket expenses for basic and major care are reduced. Refer to the Summary of Dental Benefits document for more details on the differences in benefit coverage between the two networks.

Delta Dental always gives you the freedom to visit the dentist of your choice and to select any dentist on a treatment by treatment basis. It is important to remember that your out-of-pocket expenses may vary depending on your choice. Fees charged by non-participating dentists may exceed Delta Dental's maximum plan allowance. When you receive services from a non-participating dentist, you are responsible for any amount that exceeds Delta Dental's maximum plan allowance.

Dentists in each of the two networks agree to charge reduced fees for their services along with many other special provisions. You can reduce your out-of-pocket expenses by accessing care within these networks.

#### Claims/Customer Service

Delta Dental's customer service staff is highly trained and able to assist with any claims or benefit questions Monday through Friday from 7 a.m. until 5 p.m. CST. Experienced representatives are able to answer over 95 percent of all questions during the initial phone conversation. If the question requires further research, the customer service representative will call back no later than the next business day with either a response or an update on the progress made.

Questions can also be e-mailed to Delta Dental's customer service department by visiting Delta Dental's web site, [deltadental.com](http://deltadental.com), select the *About Delta Dental* section, and then select *Delta Dental Member Companies* and choose your state on the map.

Employees can access their own claims history and benefits, and order ID cards, at [deltadental.com](http://deltadental.com).

Delta Dental's toll free number, Delta Dental of MO: (800) 392-1167 or Delta Dental of KS: (800) 234-3375, will also take you to the automated response system that provides eligibility, benefits, claims status and a means to request a dentist directory 24 hours a day, seven days a week.



Telehealth is easy to use, available 24/7/365 and with no cost to the employee, it is an excellent alternative to the Emergency Room or Urgent Care. This service is secure, confidential and compliant with all medical privacy regulations.



# MDLIVE

Call us at 1-888-726-3171 or  
visit us online at [MDLIVE.com/MPRisk](https://MDLIVE.com/MPRisk)

## When can I use Telehealth?

Designed to help with most non-emergency medical conditions, our Board Certified doctors can diagnose and prescribe medicine (when appropriate) for a host of common medical conditions including:

- Behavioral Health
- Asthma
- Bronchitis
- Cold & Flu
- Diarrhea
- Ear Aches
- Fever
- Headache
- Infections
- Insect Bites
- Joint Aches
- Nausea
- Rashes
- Respiratory Infections
- Sinus Infections
- Skin Infections
- Sore Throat
- Urinary Tract Infections

## MotivateMe rewards healthy actions

### Midwest Public Risk and Cigna want to help your employees get healthy and stay healthy!

With MotivateMe, plan participants can earn points towards incentives by getting involved in wellness goals sponsored by the Member Entity.

Employees earn points for participating in a variety of health engagement activities, including:

- Complete a biometric screening
- Complete an online Health Assessment
- Get a preventive care exam
- Participate in Chronic Condition Telephonic Coaching
- If you earn 300 points between July 1, 2021 and April 30, 2022, you will continue to qualify for free test strips and lancets for the July 1, 2022 plan year.

If your Entity does not offer a healthy action reward, Employees will be eligible for MPR's raffle-based incentive platform.

### Getting started is easy

Members can visit [MyCigna.com](https://mycigna.com) and select "Wellness" and "Wellness & Incentives" to:

- Find detailed instructions and a list of eligible goals and activities
- Check and track completed goals and points

More information can also be found by downloading the myCigna Mobile App.



## PINNACLECARE



### Connection Membership

PinnacleCare helps your employees navigate the complexities of the healthcare system by providing better medical intelligence, better access to top specialists and hospitals, and better health outcomes. When employees are faced with a serious medical diagnosis, knowing where to go and how to get in fast can potentially reduce high-cost claims and save lives.



Your PinnacleCare team will quickly help you locate and gain access to specialists that meet your individual needs. From orthopedists to oncologists, physical therapists to top surgeons – PinnacleCare will help you get fast access to the right care.

Your PinnacleCare Connection membership provides health advisors who can:

- Help confirm a diagnosis
- Recommend top specialists
- Facilitate second opinions
- Schedule medical appointments
- Research a diagnosis and treatment options
- Gather and forward key medical records

Contact Us To Learn More About Your Benefits: Online: [pinnaclecare.com/support](https://pinnaclecare.com/support)

Phone: 888-442-7380



# GuidanceResources®



## GuidanceResources Employee Assistance Program offered by our partner, ComPsych

For short term counseling needs, the MPR medical plans include three free visits with a professional for all covered participants through GuidanceResources Employee Assistance Program. For an additional charge, MPR Member entities can take advantage of a group discount for GuidanceResources short term model EAP for up to six free visits, and training hours.

Contact your Benefits Advisor for pricing and additional information on expanded benefits.

Employees are encouraged to call 833-955-3396.

Many resources are available online and via mobile app. Log on today to connect directly with a GuidanceConsultant about your issue or to consult articles, podcasts, videos and other helpful tools.

Online: [guidanceresources.com](https://guidanceresources.com)

App: GuidanceNow and myStrength®

Web/App ID: MPR3

## No cost to MPR Members:

- EAP Benefits are available to Employees, and members of their household, that are enrolled in an MPR benefits plan
- Toll-free access 24 hours a day, seven days a week to counseling and crisis intervention by master's-level clinicians
- Local in-person or tele-behavioral health EAP assessment, referral counseling and brief treatment (up to 3-sessions, per issue per employee/family member per year)
- Unlimited management consultations and formal EAP referral support included
- Family care services (FamilySource): Unlimited customized research, tailored educational materials, and prescreened referrals for child care, adoption, elder care, education, pet care and personal convenience services
- Legal services (LegalConnect): Unlimited phone information on legal issues by ComPsych staff attorneys; free 30-minute assessment and 25 percent discount off fees when in-person representation is necessary
- Will Prep (EstateGuidance): Unlimited access to online service for free preparation of simple wills – last will and testament
- Financial services (FinancialConnect): Unlimited phone information on financial issues by ComPsych staff CPAs and CFPs
- Access to the myStrength CCBT portal and app for digital modules covering issues such as stress, depression, anxiety, substance use and opioid recovery, chronic pain, mindfulness, insomnia, intense emotions (DBT), nicotine recovery, post-traumatic stress disorder (PTSD) and pregnancy and early parenting
- GuidanceResources® Online is your 24/7 link to vital information, tools and support. Log on for:
  - Articles, podcasts, videos, slideshows
  - On-demand trainings
  - "Ask the Expert" personal responses to your questions

## Buy-up EAP Services:

- EAP Benefits are available to ALL Employees, and members of their household, regardless of enrollment in benefits plan. All core EAP Benefits included
- Local in-person or tele-behavioral health EAP assessment, referral counseling and brief treatment (up to 6-sessions, per issue per employee/family member per year)
- On-site Training and Critical Incident Crisis Intervention support available on a fee-for-service basis (support for Employees after a workplace trauma)
- Employer-level EAP utilization reporting available
- Contact MPR for a quote

## Applies to Employer contributions and/or Employee payroll deductions

- 1. Offer your Employees a high deductible health plan that is HSA compliant.**
  - MPR/Cigna
  - Any Choice Fund Option
- 2. Determine Employer contributions.**
  - Review IRS Publication 969 - Employer Participation/Comparable Contributions.
  - Decide the amount to contribute and the frequency of contributions. Employer contributions can be made one-time up front, or on a monthly/payroll basis directly to HSA Bank.
- 3. Decide if Employee contribution pre-tax payroll deductions will be allowed.**
  - Amend the Employer sponsored Section 125/Cafeteria Plan to allow the HSA deduction (your Cafeteria Plan Administrator should assist with this process).
  - Include the option for the HSA deduction on the Section 125/Cafeteria Plan's Salary Redirection Agreement.
  - Employees can make HSA contribution elections at any time on line at [MPRBenefits.com](http://MPRBenefits.com). Edit/Change>Life Event>HSA Election. Please note: Contribution elections in [MPRBenefits.com](http://MPRBenefits.com) are for tracking purposes only.
- 4. Provide [HSA FAQ Document](#) and educate interested Employees and new hires regarding the HSA rules and IRS guidelines.**

**An eligible individual is one who:**

  - Is covered by a Qualified High Deductible Health Plan.
  - Is not covered by any other health plan (including spouse's insurance, Medicare or Tricare).
  - Does not have an FSA through their own or their spouse's Employer. They can have a dependent care spending account and/or an eligible limited FSA.
  - Employees who wish to elect the plan, but are not eligible to open a Health Savings Account should be enrolled in the Consumer Directed option.
- 5. Add New Hire Data to BSC.**
  - Cigna will notify HSA Bank to have them open an account for everyone who elects a Choice Fund Plan.
  - MPR will advise you of HSA Bank account numbers for the HSA participants.
- 6. Remit payroll deductions**
  - Begin payroll deductions according to the schedule in your Employer's Section 125/Cafeteria Plan.
  - Complete the HSA Employer Contribution Form showing Employee contributions or send contributions via ACH (see separate instructions). **You cannot send funds for Members that do not have an account number.**
  - HSA Employee elections can be done online at [MPRBenefits.com](http://MPRBenefits.com). If you use this option, you will need to run a monthly report to view changes. (Reports > Standard Reports > HSA Election Detail).
- 7. Remit Employer contributions**
  - Complete the HSA Contribution Form and submit each time a deposit is made.
  - Keep a copy of the form for your records.
  - Deposit funds by ACH: Contact your Benefits Advisor for instructions.
  - Deposit funds by check: HSA Bank | P.O. Box 939 | Sheboygan, WI 53082-0939
  - For checks, allow enough time for mailing. Once received by the bank, it will require two to three business days for the check to clear. Your check is your receipt.
  - Update the form when necessary and submit each time a deposit is made using these instructions. Each payroll period and/or scheduled Employer contribution period, deposit the pretax Employee contributions and/or applicable Employer contributions.
  - Be sure to use the correct year.
- 8. Keep MPR/BSC informed of participant changes.**
  - Additional forms available on our website at [MPRBenefits.com](http://MPRBenefits.com) or [MyCigna.com](http://MyCigna.com).
  - Return of Mistaken Distribution from Health Savings Account: Participants use this form when they need to re-deposit HSA funds that were used for non-qualified expenses.
  - HSA Transfer Rollover Request Form: Participants use this form if an individual decides to transfer HSA funds from another account into the new HSA.
- 9. Continue to educate Employees regarding their MPR/Cigna Choice Fund and HSA Bank.**
  - [MPRBenefits.com](http://MPRBenefits.com)
  - [MyCigna.com](http://MyCigna.com) – All HSA participants need to login to [MyCigna.com](http://MyCigna.com)
  - [IRS.gov](http://IRS.gov) – Publications 502 and 969
- 10. Report on individual W-2s the total calendar year contributions. Including:**
  - Employer contributions, if any
  - Employee payroll contributions, if any

## Now That I Am Covered, What Do I Do Next?

### 1. Decide if you are eligible for a Health Savings Account ([See HSA FAQ Document](#))

- Enrolled in a qualified high deductible health plan - Choice Fund Option.
- Not covered by any other health plan, including Medicare or Tricare.
- Not claimed as a dependent on someone's tax returns.
- If you or your spouse have a flexible spending account (FSA), determine that it is an eligible limited FSA.
- If you're not eligible for the Health Savings Account you can enroll in a Consumer Directed Plan.

### 2. The HSA Bank will automatically open your HSA for you

- If you enroll in a Choice Fund Plan, an account will automatically be opened for you. If necessary, you will need to contact HSA Bank to close it. If you have a previously established HSA at another bank, you can continue that account for your after-tax contributions.
- The Employee will receive a welcome brochure and their debit card in the mail within 7-10 business days in separate mailings. If the materials are not received within 30 days of eligibility transmission, the Employee should contact Cigna at (800) 244-6224 and request to speak to HSA Bank. If either the welcome brochure or debit card is returned to HSA Bank, a hold will be placed on the customer's account.
- The Employee has 60 days from the time the account has been opened to provide HSA Bank the requested two forms of ID. HSA Bank sends two letters in 20 day intervals to the Employee to notify them that there is additional action required in order to maintain their HSA account.
- If an Employee does not provide the requested information within 60 days then their account is closed and any funds in their account are sent to them in a check.
- If you do not want to open a Health Savings Account or are ineligible to participate in an HSA based on IRS guidelines, you may choose to enroll in the Consumer Directed plan option. If you do not have a Health Savings Account, you will not receive your Employer's contributions. Please inform your Employer that you are not eligible for HSA contributions. It is your responsibility to make certain you are eligible.

### 3. Decide if you want to make contributions to the HSA and how you want to make contributions

- Pre-tax contributions can be made (if allowed by your Employer) through a Section 125/Cafeteria Plan by completing a Salary Redirection Agreement, indicating the amount to be deducted each pay period.
- After-tax contributions can be made in the same manner funds are deposited into any other bank account.
- 2021 Annual Contributions can total \$3,600 for Individual Plans or \$7,200 for Family Plans from all sources including any Employer contribution. Refer to [MyCigna.com](#) or IRS Publication 969 for additional regulations.
- Annual amounts are subject to change each year by the IRS.

### 4. Know when to use your Cigna Health Plan Card, your CVS/Caremark Prescription Card and/or HSA Debit Card

- Always present your Cigna Health Plan ID Card to physician and healthcare facilities prior to receiving services to ensure claims are filed and processed at the Cigna discounted rate and your deductible is calculated correctly. Also, always present your CVS/Caremark ID Card to pharmacies prior to receiving prescriptions.
- Your HSA debit card can only be used for qualified expenses.
- Payment from your account cannot exceed the funds in your HSA bank account.
- If you choose not to use the debit card, online bill payment is available through [MyCigna.com](#).

### 5. Stay Educated Regarding your MPR/Cigna Choice Fund and HSA

- Register on [MyCigna.com](#) – to access your HSA bank account, check balance and payments.
- Visit [MPRBenefits.com](#) – for health plan info.
- Review [IRS.gov](#) Publications 502 and 969.





Businessolver COBRA management services include all activities including compliance, documentation, communication, and payment collection. This is all done through the single-source platform, Benefitsolver, which means your COBRA information will be in the same place as your enrollment and eligibility data.

## ONGOING ADMINISTRATION

All COBRA participants will have access to Businessolver's secure benefits website, [MPRBenefits.com](https://MPRBenefits.com) with the ability to:

- Make online payments.
- In some cases, make initial COBRA enrollment for coverages.
- Review benefit elections and personal/dependent information.
- Review account summary and payment history.
- Obtain documents from the Reference Center, populated with important benefit information provided by the client.
- Obtain and review any Personal Documents, sent by Businessolver, including all Member communications such as the Initial Rights letter, Qualifying Event letter, payment coupons, and payment notifications.
- Complete annual enrollment elections.

Businessolver will generate and mail the following communications to participants:

- Initial Rights notices.
- Qualifying Event letters with attached COBRA election form.
- Coupons for mailing check payment, including additional instructions for online payments and ACH withdrawals.
- Disability extension approval/denial notices.
- Exhaustion notice.
- Dependent reaches maximum age notice and qualifying event extension notice.
- Rate change notice with updated coupons.
- Reinstatement of coverage letter.
- Short Payment letter.
- Subsidy Ending notice with updated coupons and payment instructions.
- Termination letter.

All language within the COBRA letters are in line with IRS regulations and have been reviewed in detail with Businessolver's internal legal team.

COBRA participants can communicate with Businessolver by mail, email, fax, or phone. The address for all mailed communications and payments is:

**Mailing Address:**

Businessolver, Inc.  
Attn COBRA Processing  
P.O. Box 310512  
Des Moines IA 50331-0512  
Email Address: [clientcare@businessolver.com](mailto:clientcare@businessolver.com)  
Phone Number: 833-357-8158  
Fax Number: 515-273-1545

All COBRA participants will be provided these methods of communication, in addition to access to the secure benefits website, [MPRBenefits.com](https://MPRBenefits.com).

## **PAYMENT PROCESSING**

BSC provides three options for making the monthly contribution payments:

- Online via the secure benefits website, [MPRBenefits.com](https://MPRBenefits.com). \*\*Note, there is a \$2.00 service fee charged by our online payment provider if Members utilize this service.\*
- Scheduled ACH Transaction (automatic withdrawal)
- Mail check with a billing coupon

All new COBRA participants will receive billing coupons annually, beginning with their initial COBRA election and each December until coverage exhausts.

Businessolver administers COBRA services based on IRS regulations. All payments will be due on the first of the month, with a 30-day grace period.

Any established ACH accounts will be pulled on/before the 5th of each month to cover outstanding account balance.

An automated process terminates any accounts that are not paid current on/before the 6th of each month and Termination Letters are issued to the qualified beneficiaries.

If payment is postmarked within the 30-day grace period and is received on/after the 6th of the month coverage will be reinstated.

TIP: IF A QUALIFIED BENEFICIARY IS APPROVED FOR A SOCIAL SECURITY DISABILITY EXTENSION, WE WILL CHARGE 150% OF THE ACTIVE CONTRIBUTION FOR THE ADDITIONAL 11 MONTHS.

## **PAYMENT BY CHECK**

All checks received by mail are immediately deposited upon receipt. If a billing coupon is mailed with the check, the payment will be applied to the Member account within 1 to 2 business days from time of deposit. If a billing coupon is NOT mailed with the check, the payment application process may take up to 10 business days. During this time, we will make daily attempts to identify the check sender, company, and to match the check with the Member account. If after 10 business days, we are unable to identify the correct account to apply the payment to, the payment will be refunded in full to the check sender.

## **MEDICARE ELIGIBILITY**

When a qualified beneficiary becomes eligible for Medicare, they are required to terminate their coverage under COBRA. Medicare rules allow them to continue any dental and/or vision benefits through the remainder of their COBRA eligibility period.

If a qualified beneficiary is eligible for Medicare prior to the qualified event, as long as they are enrolled in medical coverage at time of qualified event, they are eligible to continue coverage under COBRA.

## **APPEALS**

Businessolver's COBRA appeals committee will review and make determinations regarding all COBRA appeals (generally regarding coverage termination for non-payment). We may request additional consideration and input from the client in escalated situations.

## **ELECTION FORM INSTRUCTIONS**

To elect COBRA continuation coverage, an Employee must complete and return the Election Form or complete an online enrollment, by the end of the election period. Under federal law, you have 60 days from the date of original notice or the coverage termination date, whichever is later, to elect COBRA continuation coverage under the Plan.

- If you do not submit a completed Election Form or complete your online enrollment, within this time, you will lose your right to elect COBRA continuation coverage.
- You must make your first payment for COBRA coverage no later than 45 days after the postmark date of your election (this is the date your Election Form is mailed) or completion of your online enrollment. If you do not make your first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under the Plan.
- Subsequent payments are due on the first of the month. If you do not remit the full premium on a timely basis, your coverage may be terminated. Refer to the PREMIUM PAYMENT INFORMATION section of the COBRA Qualifying Event Notice for more information.

Not all Missouri government entities offer Retiree coverage. Kansas government entities are required to offer Retiree benefits to all eligible Retirees. If you do offer Retiree coverage and you are subject to GASB accounting standards, GASB 75 requires you to measure and report the liabilities associated with other post-employment benefits such as medical coverage. You must recognize the cost of such coverage in the period when services are received, provide information about the actuarial liabilities for the promised benefits, and provide information useful in assessing potential demands on future cash flows, even if you do not contribute towards the Retiree contribution. MPR offers a reduced cost option for the biannual actuarial study, but ultimately the responsibility lies with the entity offering Retiree benefits. MPR partners with Lewis & Ellis to offer a reduced cost option for the actuarial study. However, MPR Members would contract directly with Lewis & Ellis. (This study now has some "off year" reporting requirements).

Each entity that offers Retiree coverage is responsible for educating Employees on their options and taking the necessary steps for enrollment if the Employee chooses to elect Retiree coverage.

#### **Retiree Materials and Resources:**

MPR has developed materials to assist Member Representatives in educating and enrolling Retirees. The "Options at Retirement" handout, Retiree Checklist, Retiree Enrollment Election Forms and a video to assist you in the Retiree process can be found on [MPRBenefits.com](http://MPRBenefits.com). Upon logging in, go to Administration - Document Center - MPR Employer Resources - Retiree Forms/Information.

#### **Eligibility Requirements for Retiree Coverage:**

To be eligible to continue with MPR plans as a Retiree, the Employee must have 10 or more years of continuous service as a FULL-TIME Employee with an MPR entity, be actively covered and otherwise qualify as a Retiree with the entity. Eligible Retirees can be covered until they are Medicare eligible. This is a terminating event for Retiree coverage through MPR. Dependents covered at that time may qualify for COBRA continuation coverage for up to 36 months.

If the gap between retirement and Medicare eligibility is 18 months or less, the Retiree may want to consider COBRA instead of electing a Retiree Plan since the COBRA contribution is the active rate plus 2% and is less costly than the Retiree Plans.

If the Employee does not have 10 or more years of service, this would be handled as an Employee termination and the only option available is COBRA continuation. The Employee will be notified of COBRA rights at the time of separation.

#### **• FOR SCHOOLS ONLY:**

Surviving spouses are only eligible if elected on PSRS Form.

#### **Plans Available to Retirees:**

Upon entitlement to Eligible Retiree Coverage, the Retiree may elect to move from one plan to another plan. At open enrollment, the eligible Retiree will have the same rights as any active Employee including the right to choose between MPR health plans offered by their entity. However, once a reduced cost benefit plan is selected, there is no opportunity to return to a higher cost benefit plan.

***If a Retiree does not elect medical, dental or vision at the time of their retirement, they are not eligible to participate in the future.***

#### **How to Enroll a Retiree:**

As a Member Representative, you have the responsibility of determining the Employee's initial qualification for Retiree coverage.

1. Employee notifies HR of retirement date.
2. HR reviews the Retiree Checklist with Employee to determine Retiree Eligibility.
3. HR reviews COBRA vs Retiree options and contributions. (Options At Retirement and the Retiree Election form should be provided to Employee).
4. Employee must return completed Retiree Election form to HR prior to last day worked if enrolling in Retiree coverage.
5. HR processes employment termination on [MPRBenefits.com](http://MPRBenefits.com). COBRA notice is automatically sent to Employee, as required by law.
6. If electing the Retiree option, create a case for that Employee (see Creating a Case on page 12) and assign to Direct Bill Processing BSC. You must upload the Retiree Checklist and the Retiree Enrollment Election Form.
7. BSC will reach out to the Retiree with billing and payment information. Retiree will be directly billed for contributions.

Thereafter, as the Retiree Administrator, BSC will conduct billing, contribution collection and determine length of coverage availability for the Member.

#### **Termination Policy**

##### **Kansas or Missouri Municipalities**

1. Attains age 65, or
2. Fails to make contribution payment on time, or
3. Becomes eligible for medical coverage under a plan of another Employer.

##### **Missouri Schools**

1. Attains age 65 or
2. Fails to make contribution.



**Underwriting Guidelines must be reviewed and signed annually. *Thank you!***

**EMPLOYEE BENEFITS UNDERWRITING GUIDELINES, POLICIES and PROCEDURES  
EFFECTIVE 7/1/2021**

### **PURPOSE**

The purpose for implementing underwriting guidelines is to:

- Protect Midwest Public Risk Members from adverse selection
- Clarify general rules
- Provide eligibility rules for current and prospective Members
- Provide guidelines for options Members may provide, e.g. cash back, waiving coverage, employee contributions, etc.

### **CONTRIBUTIONS**

Contributions may vary when new Members join. Each new Member will be underwritten and rated on their own individual experience. Underwriting review is based on receipt of the required documents and signatures included in the MPR Request for Proposal Checklist. At MPR's option, employee health statements may be required.

Each Midwest Public Risk employee benefit health plan (Open Access, Choice Fund, In-Network Only, SureFit, Dental, Vision) is rated independently. MPR reserves the right to limit the number of plans offered by each Member Entity.

### **RENEWALS**

At Renewal, claims utilization is reviewed at the pool level. Each program and health plan is rated independently. Claims data of the last 3.5 years for each Member Entity is reviewed and tier pricing may be applicable. Tier pricing is subject to MPR Board Approval. MPR reserves the right to limit the number of plans offered by each Member Entity.

### **PLAN PARTICIPATION**

No other group medical plan may be offered to Member Employees other than Midwest Public Risk plans. The employer must contribute at least 50% of the employee only coverage toward the total contribution for each plan offered to eligible active full-time and part-time employees. In addition, 75% of the total eligible employees must enroll in a Midwest Public Risk health plan. (Please also refer to ACA Guidelines for employer mandates). If at any time during a plan year, the Member Entity fails to meet this standard, Midwest Public Risk may re-underwrite medical plans or terminate coverage with a 90 day notice. All benefits-eligible employees who decline/waive coverage will count toward participation guidelines.

Only prospective Members with 12 or more eligible full-time employees will be considered for membership. MPR reserves the right to consider Members who do not meet the minimum requirement but have an MPR affiliation.

### **WITHDRAWAL**

A Member may withdraw at the end of MPR's fiscal year provided that such Member has given MPR at least ninety (90) days prior written notice of its intention to withdraw. A notice of Member withdrawal shall be accompanied by a Resolution adopted by the governing body of the Member which authorizes the withdrawal of the Member from MPR. Such notice shall be final and binding. No notice of Member withdrawal shall be effective unless it is accompanied by such governing body Resolution. (Refer to MPR Bylaws for details.)

MPR will continue to process claims incurred by June 30th and received by September 30th for 90 days following termination. Claims received but not processed by September 30th will be the responsibility of the withdrawing Member. MPR will charge an administrative fee per employee per month for the three-month period to process run-out claims. Administrative fees will be reduced by current wellness credit funds, if applicable. Any unused wellness credit funds will be forfeited, as allowed by law, to the overall pool wellness initiative. Claims costs will be paid by MPR. Members that withdraw will be unable to re-join MPR for 24 months. (Refer to the MPR Bylaws regarding late withdrawal obligations and other withdrawal policies.)

Midwest Public Risk shall retain the right to individually underwrite any Member who has submitted their notice of withdrawal, who later determines to remain with Midwest Public Risk, based on their own individual utilization, experience and/or loss history. Any surcharge is to be reviewed after two years.

### **EMPLOYEE CONTRIBUTIONS/OPT OUTS**

Employees may decline to enroll in the health plan if they show written proof of other comparable group or Marketplace (Exchange) coverage (not individual). The Member Administrator will upload a copy of the documentation to [MPRBenefits.com](https://MPRBenefits.com) and retain a copy of the documentation for their records. Employees who decline medical coverage must complete online enrollment through [MPRBenefits.com](https://MPRBenefits.com) indicating their decision to waive coverage during each Open Enrollment.

Members may offer employees cash back, not to exceed \$3500/year, if the employee provides proof of other group (not individual) medical coverage.

### **ELIGIBILITY**

Midwest Public Risk has adopted general eligibility rules for coverage. Specific details as to who qualifies, contribution levels, etc. are determined by each individual employer within Midwest Public Risk guidelines and as defined in the plan documents. Wage and Tax

Reports or other similar payroll documentation may be required at any time by MPR to confirm eligibility.

Midwest Public Risk's general eligibility guidelines include but are not limited to:

#### A. Who is eligible:

- Active full-time Employees as determined by ACA Guidelines; must average 30 hours or more per week
- Covered employees on Military leave for 90 days or less (including dependents)
- Part Time employees as determined by Member provided employee works at least 1,040 hours for the Member and Member pays at least 50% of the employee only cost.
- For School Districts - Part-time employee hourly requirement is equal to an average of 20 hours per week. Midwest Public Risk will pro-rate the 1,040 hours to a 9-month schedule for a minimum of 780 hours.
- Legally Married Spouses
- Dependent Children of the employee or employee's spouse under age 26
- Legally adopted children of employee or employee's spouse under age 26
- Children for whom the employee or employee's spouse was awarded legal guardianship (court documents required)
- Disabled children age 26 and over (doctor's authorization required)
- Children for whom the employee has legal responsibility to provide healthcare pursuant to a Qualified Medical Child Support Order
- Employee, Spouse and Dependents can only be covered under one MPR plan. If both parents are employees, the dependent child can only be covered under one parent, not both.
- Elected Board/Council Member – 100% participation required; waivers for other group or marketplace exchange coverage including Medicare are permitted
- Qualified COBRA beneficiaries
- Common law spouses (Kansas residents only; state documentation required)
- Retirees who are not Medicare eligible (Member Entity must elect to offer Retiree coverage in order for employees to elect Retiree coverage through MPR, must have 10 years of continuous full-time service with an MPR Member, actively working and covered on an MPR Medical Plan at time of retirement)
- Retiree coverage for Missouri School employees it subject to PSRS/Peers, Retiree coverage will terminate the month a Retiree is eligible for Medicare.
- Retirees who have continuous coverage can rejoin the plan as an active employee if they meet benefit eligibility requirements. Upon subsequent retirement, if not Medicare eligible, they can return to Retiree coverage.

#### B. Who is not eligible:

- Covered employees on Military leave for more than 90 days (including dependents); USERRA rules apply
- Grandchildren for whom legal guardianship has not been established
- Children for whom the employee has not been awarded legal guardianship or custody
- Foster Children
- Parents or grandparents
- Ex-spouses once a final decree has been issued or legal separation has been obtained
- Common law spouses (Non-Kansas Residents)
- Unmarried partners, same or opposite gender.
- Employees on disability, leave of absence or temporary layoff after 90 days of inactive status, or the end of the period in which the person was entitled to regular pay as an Actively at Work employee through personal paid time off, sick leave, vacation time or other defined salary compensation of the individual Member Entity. This provision does not apply if the employee is on disability, leave of absence or temporary layoff for more than 90 days.

#### ENROLLMENT

New employees must enroll for coverage to begin at the first of the month or after satisfying the minimum waiting period established by the Member. PPACA guidelines apply for waiting periods not to exceed 90 days. Coverage begins the first day of the month following the waiting period and coverage terminates on the last day of the month, except for death of the employee. **Enrollment must be submitted to [MPRbenefits.com](https://mprbenefits.com) prior to the effective date of the change.**

All Members must establish an annual open enrollment period of at least one-week duration between April 15 and May 30. Changes submitted during this period are effective on July

1. All Members must provide MPR with a copy of the group's Employee Handbook.
2. All benefit eligible employees must register on the Benefit Admin platform and either waive coverages or elect.

During open enrollment, employees may switch health plans or add/drop dependents.

- Employees/dependents who do not enroll during the open enrollment period may not enroll until the following year's open enrollment unless a qualifying change in life status occurs. Upon such qualifying change, the enrollment must be completed at [MPRbenefits.com](https://mprbenefits.com) by the employee within 31 days of the life status change. Obtaining individual coverage does not qualify as a change in life status to terminate coverage during the year.
- Loss of other health coverage due to loss of job-based spousal coverage, divorce, COBRA expiration, aging off a parent's plan, loss of eligibility for Medicaid or CHIP and similar circumstances is a qualifying event for enrolling in the MPR plans. Voluntarily ending other coverage or non-payment of premium does not qualify for a special enrollment period.
- Member is required to upload written proof of life status change or loss of other coverage on [MPRbenefits.com](https://mprbenefits.com). Member must complete online enrollment within 31 days of the qualifying event.

Newly married spouses will be eligible the first of the month following the date of marriage if the enrollment/change is completed online within 31 days of the date of marriage. Proof of marriage will be required to add a spouse. Examples of accepted documentation include marriage certificate, KS Common Law for Rev 01-03 or most recent tax return.

The Member must validate eligibility for spouses, common law spouses, and dependent children by reviewing verifiable documents and maintain copies for audit purposes. Random audits may be performed.

Employees or Dependents who request to enroll after the 31-day deadline will not be covered until the next open enrollment period (July 1).

Employees may drop dependents during the year only when the following conditions are met:

- Dependent no longer meets eligibility definition
- Dependent has acquired other group or marketplace exchange coverage during annual open enrollment/ January 1. (acquiring an individual health plan does not meet this requirement)
- Other change in life status as defined by Section 125 plan
- Change must be made within 31 days of the event. Terminations entered online after 60 days after the termination date will result in loss of credit of contributions to the entity due to COBRA liability and unrecoverable fees paid by the pool.
- Written proof of other valid coverage is required.

Otherwise, change must be made at open enrollment.

### **DENTAL**

- Open enrollment rules apply for dental plans.
- Member can only offer one Dental plan to its employees.
- Cash back may not be offered to employees who decline only dental coverage.

### **VISION**

- Open enrollment rules apply for vision plans.
- Member can only offer one Vision plan to its employees.
- Cash back may not be offered to employees who decline only vision coverage.

### **UNDERWRITING ASSUMPTIONS**

- Refer to the "Midwest Public Risk Bylaws" regarding Member rights and responsibilities.
- Membership is subject to approval by the Board of Directors.
- The contract period is July 1 through June 30, unless otherwise indicated on the proposed rate sheet.
- Payment is due on the first of the month. All payments received after the 30th may be charged interest.
- Late payment exceeding 45 days or Non-payment of premium can result in claims being held or denied. The Member may be responsible for the cost of health care provided for any month with lapsed coverage.
- MPR will make a refund adjustment not exceeding 60 days when a Member has made enrollment or contribution errors. This provision shall not apply if claims have been made that exceed the adjustment level.
- Members are required to administer COBRA according to state and federal regulations for any coverage not provided by Midwest Public Risk. The Member is responsible for any penalties relating to non-compliance. Only individuals meeting the eligibility requirements specified by the Member may be covered. Former employees may not be offered coverage beyond the Member's policies relating to COBRA and Retirees.
- Former spouses are always ineligible, regardless of court orders, except for their rights under COBRA.
- Missouri and Kansas law recognize same sex marriage. Neither recognizes same sex partners and Missouri law does not recognize common law marriage. Kansas law does recognize common law marriage and Midwest Public Risk will offer dependent health benefits provided that the individuals have filed the State of KS, Dept of Social & Rehabilitation Service Form 01-03, "Statement of Common-Law Marriage".
- Midwest Public Risk will report claims experience to the entire Membership at the pool level, not the Member level. Midwest Public Risk will release limited data related to wellness programming in compliance with HIPAA.
- Employee Benefits and Underwriting Guidelines will be reviewed and accepted annually by Member Representative.

Member Entity Name: \_\_\_\_\_

Member Representative Signature: \_\_\_\_\_

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

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





## MIDWEST PUBLIC RISK

19400 East Valley View Parkway, Independence, Missouri 64055

816-292-7500 | [mprisk.org](http://mprisk.org)

| WESTWOOD             |            |        |        |        |           |
|----------------------|------------|--------|--------|--------|-----------|
| September 2021       |            |        |        |        |           |
| ACTIVITIES / OFFENSE | THIS MONTH | 21-YTD | 20-YTD | 21-Avg | CHANGE    |
| <i>PART I CRIMES</i> |            |        |        |        |           |
| MURDER               |            |        |        |        | No Change |
| RAPE                 |            |        | 1      |        | -1        |
| ROBBERY              |            | 2      |        | 0.20   | 2         |
| <b>BURGLARY</b>      |            |        |        |        |           |
| BUSINESS             |            | 1      |        | 0.10   | 1         |
| RESIDENTIAL          |            | 1      | 1      | 0.10   | No Change |
| VEHICLE              | 2          | 6      | 17     | 0.60   | -11       |
| MOTOR VEH THEFT      | 1          | 3      | 5      | 0.30   | -2        |
| LARCENY / THEFT      | 3          | 8      | 21     | 0.80   | -13       |
| ASSAULT / BATTERY    | 1          |        | 4      |        | -4        |
| <b>ARRESTS</b>       |            |        |        |        |           |
| FELONY               |            | 1      | 3      | 0.10   | -2        |
| MISDEMEANOR          | 1          | 1      | 1      | 0.10   | No Change |
| TRAFFIC              |            | 1      | 2      | 0.10   | -1        |
| DRUG                 |            | 7      | 13     | 0.70   | -6        |
| DUI                  |            | 1      | 1      | 0.10   | No Change |
| WARRANTS             | 4          | 32     | 22     | 3.20   | 10        |
| CONFINED             |            |        |        |        | No Change |
| <b>SUMMONS</b>       |            |        |        |        |           |
| HAZARD               | 22         | 88     | 379    | 8.80   | -291      |
| NON-HAZARD           | 34         | 258    | 864    | 25.80  | -606      |
| DUI                  |            | 1      | 1      | 0.10   | No Change |
| ORD. VIOLATION       | 3          | 61     | 23     | 6.10   | 38        |
| <b>ACCIDENTS</b>     |            |        |        |        |           |
| NON-INJURY           | 3          | 9      | 10     | 0.90   | -1        |
| INJURY               | 2          | 3      | 4      | 0.30   | -1        |
| PRIVATE PROPERTY     | 1          | 4      | 1      | 0.40   | 3         |
| ADMIN.DUTIES-PD      | 58         | 114    | 274    | 11.40  | -160      |
| ADMIN.DUTIES - CITY  | 2          | 10     | 43     | 1.00   | -33       |
| ALARM                | 11         | 46     | 28     | 4.60   | 18        |
| ANIMAL               | 2          | 23     | 11     | 2.30   | 12        |
| ASSIST - POLICE      | 13         | 41     | 56     | 4.10   | -15       |
| ASSIST - PUB MOTOR   | 17         | 70     | 83     | 7.00   | -13       |
| BLD. CHECK-SHAKE     | 20         | 43     | 28     | 4.30   | 15        |
| BLD. CHECK-PATROL    | 665        | 6122   | 10471  | 612.20 | -4349     |
| BUSINESS CHECK       | 5          | 1369   | 416    | 136.90 | 953       |
| CIVIL MATTER         | 1          | 2      | 2      | 0.20   | No Change |
| EXTRA PATROL HAZARD  |            |        |        |        | No Change |
| EXTRA PATROL NON HAZ |            |        | 3      |        | -3        |
| EXTRA PATROL DUI     |            |        |        |        | No Change |
| EXTRA PATROL ORD.    |            |        |        |        | No Change |

# WESTWOOD

September 2021

| ACTIVITIES / OFFENSE    | THIS MONTH | 21-YTD | 20-YTD | 21-Avg | CHANGE    |
|-------------------------|------------|--------|--------|--------|-----------|
| CRIMINAL DAMAGE         | 1          | 2      | 5      | 0.20   | -3        |
| DISTURBANCE             | 4          | 8      | 26     | 0.80   | -18       |
| DISORDERLY CONDUCT      |            |        |        |        | No Change |
| FIELD INTERVIEW FORM    |            |        | 1      |        | -1        |
| FIRE                    | 2          | 7      | 4      | 0.70   | 3         |
| FOLLOW UP               | 17         | 48     | 20     | 4.80   | 28        |
| INFO / INVEST           | 1          | 42     | 38     | 4.20   | 4         |
| JUVENILE                | 2          | 6      | 3      | 0.60   | 3         |
| <b>MENTAL HEALTH</b>    |            |        |        |        |           |
| SUICIDE                 |            |        | 1      |        | -1        |
| ATT SUICIDE             |            |        | 2      |        | -2        |
| INVOLUNTARY COMMITTAL   |            |        | 2      |        | -2        |
| ALL OTHER MENTAL HEALTH | 3          | 5      | 6      | 0.5    | -1        |
| MEDICAL CALL            | 13         | 81     | 64     | 8.1    | 17        |
| NATURE UNKNOWN          |            |        | 3      |        | -3        |
| NOISE COMPLAINT         | 3          | 7      | 8      | 0.70   | -1        |
| OPEN DOOR               | 3          | 8      | 21     | 0.80   | -13       |
| ORD. COMPLAINT          | 3          | 8      | 3      | 0.80   | 5         |
| ORD. VIOL WARNING       |            |        | 1      |        | -1        |
| ORD. VIOL LETTER        |            |        |        |        | No Change |
| OTHER                   |            | 3      | 4      | 0.30   | -1        |
| PED. CHECK              |            | 3      | 5      | 0.30   | -2        |
| PUBLIC SERVICE          | 30         | 112    | 112    | 11.20  | No Change |
| RECOVERED PROP          |            | 2      | 11     | 0.20   | -9        |
| RESIDENCE CHECK         |            | 135    | 248    |        | -113      |
| SUSPICIOUS SUBJECT      | 6          | 26     | 37     | 2.60   | -11       |
| VEH CHECK OCCUPIED      | 1          | 7      | 18     | 0.70   | -11       |
| VEH CHECK UNOCCUPIED    | 3          | 52     | 29     | 5.20   | 23        |
| TELE. CALL HARASS       |            |        |        |        | No Change |
| TELE. CALL THREAT       |            | 2      |        | 0.20   | 2         |
| TRAFFIC COMPLAINT       | 3          | 13     | 13     | 1.30   | No Change |
| TRAFFIC WARNING         | 25         | 9      | 129    | 0.90   | -120      |
| UNATTENDED DEATH        |            | 3      |        | 0.30   | 3         |

Total Activity

902

Last Year - YTD Activity

12157

Year to Date Activity

8454

Difference in Activity

-3703

Total Monthly Summons

59

Hazardous Summons Percentage

37%



**WESTWOOD  
INCIDENT SUMMARY**

**AUTO THEFT**

**CASE NO:** 21-0225      **LOCATION:** 4901 Adams  
**DATE :** 09/09/2021  
**ACTIVITY:** Unknown suspect cut the security lock cable and removed the victim's motorcycle without permission.

**BURGLARY TO AUTO**

**CASE NO:** 21-0236      **LOCATION:** 2000 W 47th Pl  
**DATE :** 09/18/2021  
**ACTIVITY:** Unknown suspect broke out the passenger window and removed the victim's purse from the seat without permission.

**CASE NO:** 21-0249      **LOCATION:** 2816 W 51st Terr  
**DATE :** 09/29/2021  
**ACTIVITY:** Unknown suspect removed the victim's iPad and currency from the unlocked vehicle without permission.

**ASSAULT/BATTERY**

**CASE NO:** 21-0252      **LOCATION:** 4701 Mission I  
**DATE :** 09/30/2021  
**ACTIVITY:** Suspect threw a drink on the victim.

**LARCENY / THEFT**

**CASE NO:** 21-0221      **LOCATION:** 4701 Mission Rd  
**DATE:** 9/7/2021      **VICTIM:**  
**ACTIVITY:** Known suspect concealed food items in a backpack without paying for the items.

**CASE NO:** 21-0241      **LOCATION:** 4701 Mission Rd  
**DATE:** 9/20/2021      **VICTIM:**  
**ACTIVITY:** Unknown suspect removed cash from the victim's wallet which was left at the store.

**CASE NO:** 21-0247      **LOCATION:** 4700 Mission Rd  
**DATE:** 9/28/2021      **VICTIM:**  
**ACTIVITY:** Unknown suspect removed cash from the counter that was accidentally left by the victim.

WESTWOOD  
COURT SUMMARY  
SEPTEMBER, 2021

| COURT DATE                      | ARRAIGNMENTS | TRIALS | FINES       | LETTERS | WARRANTS          |
|---------------------------------|--------------|--------|-------------|---------|-------------------|
| September 11, 2021              | 37           | 03     | \$ 1,637.00 | 19      | 20                |
| September 17, 2021              | 17           | 00     | \$ 3,869.00 | 12      | 00                |
| September 24, 2021              | 15           | 10     | \$ 3,965.00 | 12      | 00                |
| <b>TOTALS</b>                   |              |        |             |         |                   |
| September, 2021                 | 69           | 13     | \$ 9,471.00 | 43      | 20                |
| September 2020                  | 141          | 18     | \$ 9,351.00 | 70      | 23                |
| <b>TOTAL (\$ 9,471.00) less</b> |              |        |             |         |                   |
| * Kansas DL fees:               |              |        |             |         | \$244.00          |
| * Judges Training Fund:         |              |        |             |         | \$ 18.00          |
| * LET Training Fund:            |              |        |             |         | \$405.00          |
| * Comm Correct Fund:            |              |        |             |         | \$0.00            |
| * Seatbelt Safety Fund:         |              |        |             |         | \$0.00            |
| <b>September 2021 TOTAL:</b>    |              |        |             |         | <b>\$8,804.00</b> |

| Y.T.D. TOTALS 2021    |             | Y.T.D. TOTALS 2020    |              |
|-----------------------|-------------|-----------------------|--------------|
| ARRAIGNMENTS:         | 627         | ARRAIGNMENTS:         | 1467         |
| TRIALS                | 117         | TRIALS:               | 201          |
| LETTERS:              | 325         | LETTERS:              | 1548         |
| WARRANTS:             | 255         | WARRANTS:             | 210          |
| FINES:                | \$74,751.50 | FINES:                | \$114,208.90 |
| KS DL FEES:           | \$1504.00   | KS DL FEES:           | \$1560.00    |
| JUDGES FUND:          | \$178.50    | JUDGES FUND:          | \$423.00     |
| L.E.T.FUND:           | \$4,064.50  | L.E.T FUND:           | \$8,014.00   |
| COMM CORRECT FUND:    | \$0.00      | COMM CORRECT FUND:    | \$ 0.00      |
| SEATBELT SAFETY FUND: | \$200.00    | SEATBELT SAFETY FUND: | \$240.00     |

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: October 5, 2021  
Re: Monthly Status Report

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- W. 47<sup>th</sup> Street Project: The final office check plans will be submitted to KDOT on November 5, 2021. Kansas Gas Service will begin replacing the High Pressure main on January 1, 2022. An information meeting to present final plans to the Governing Body's of both Westwood and the U.G. will be in mid-January of 2022. A final public meeting will occur once a contractor has been selected and a construction schedule has been set.
- 2021 Street Improvement Projects: This project has been delayed until April 1, 2022. Kansas Gas has begun its relocation work with phase I to be completed this week.
- State Line CARS Project: The agreement has been delivered to the Kansas AG for approval and signature.
- Stone Wall, 4800 Rainbow Blvd: I have provided the City Attorney with the information from the Register of Deeds office so he can write his opinion letter on this project.
- Mission Woods request for participation in a traffic signal modification, striping and handicap ramp relocation related to Shawnee Mission Parkway and Rainbow: The City of Westwood shares the intersection previously mentioned with the City of Mission Woods (25% Westwood, 75% Mission Woods). Mission Woods would like to add an additional crosswalk on the east side of the intersection and on the south side of the intersection. They would also like to move the crosswalk that is on the west side of the intersection farther east which would require new handicap ramps. I indicated we would not participate in any improvements in Mission Woods, and I would have to discuss with the Public Works committee whether we want to bring forward a project and what that may cost. We are in the very early stages of discussion, and I don't think we have a good understanding of what signal modifications will be required. The city of Mission Woods wants this done sooner rather than later. We shall see. I have not heard anything else on this matter to date.



- Westwood View School Project: The Stormwater infrastructure is nearly complete. The Sanitary Sewer line is complete. The fire protection line and the domestic water service are nearly complete. Beginning Monday, October 11, 2021, W. 50<sup>th</sup> Street will have a daily closure until October 15, 2021 so that the water main can be tapped and the water service line installed and hooked up to the backflow preventor.

## **Westwood Public Works Monthly Report**

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, SEPTEMBER 2021**  
**DATE: OCTOBER 5, 2021**

Some of the activities for Public Works in September include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the city at various meetings to include:  
Kansas UPROW Committee Meeting – Virtual – 1.5 hrs.  
ULCC Meeting – Virtual – 1 hr.  
Emergency Managers Forum – Virtual - 1 hr.  
SMAC Committee Meeting – Virtual – 1.5 hrs.  
Eastern Kansas Damage Prevention Committee Meeting – Virtual - 1.5 hrs.  
Public Works Director's Meeting – Local – 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 patched potholes in various locations.
15. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
16. Mitch is attending monthly Safety Committee Meetings.
17. We irrigated the newly planted trees and flowers.
18. We cleaned catch basin fronts.
19. We trimmed trees in the city at various locations.

20. We performed street sweeping operations on several occasions.
21. We performed Street Light maintenance on several occasions to include photocell replacement, ballast replacement, and driver replacement.
22. Prepared and assisted with the W. 47<sup>th</sup> Place demonstration project.

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