



**CITY OF WESTWOOD
City Council Meeting
April 8, 2021 - 7:00 PM**

Note: In an effort to mitigate the spread of COVID-19, this meeting will be held remotely via Zoom.

Access Online

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

Access By Phone

(346) 248-7799

Webinar ID: 899 0828 9796

Agenda Items

I. Call to Order – Mayor David E. Waters

II. 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.

III. Approval of Meeting Minutes

A. [Consider March 11, 2021 City Council Meeting](#)

IV. City Treasurer’s Report

A. [Review March 2021 Treasurer’s Report](#)

B. [Consider Appropriations Ordinance No. 725](#)

V. City Attorney Report – City Attorney Ryan Denk

A. [Consider Revised Government Enforcement Services Agreement for Johnson County Local Health Officer Orders and County Board Health Orders](#)

B. [Consider Request from Woodside - 2021 Pool Season](#)

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

A. [Consider Adopting Ordinance No. 1019 Repealing and Replacing Section 6-105 re: City Council Terms](#)

B. [Consider Site Plan for Westwood View Elementary, 4935 Belinder Ave.](#)

C. [Consider Fence Variance for Westwood View Elementary, 4935 Belinder Ave.](#)

D. [Consider Master Services Agreement with GovBuilt](#)

E. [Consider Agreement with Forte for Credit Card Processing](#)

- VII. [Police/Court Report – Chief Greg O'Halloran](#)
- VIII. [Public Works Report – Public Works Director John Sullivan](#)
 - A. [Consider Agreement with Johnson County, KS for Stormwater \(Best Management Practices\) BMP Cost-Share Program](#)
- IX. 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
 - 1. [Consider Renewing Terms of Planning Commissioners](#)
 - 2. [Proclamation of National Bike Month in Westwood](#)
 - 3. [Proclamation of Arbor Day in Westwood](#)
 - 4. [Proclamation of National Donate Life Month in Westwood](#)
- X. Adjournment

City of Westwood, Kansas

City Council Meeting

4700 Rainbow Boulevard

March 11, 2021 – 7:00 p.m.

Held Remotely Via Zoom

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

Council Absent: None

Staff Present: Leslie Herring, CAO/City Clerk
Greg O'Halloran, Chief of Police
John Sullivan, Director of Public Works
Eddie McNeil, Building & Codes Official
Michelle Ryan, City Treasurer
Ryan Denk, City Attorney

Call to Order

Mayor David E. Waters called the meeting to order at 7:00 p.m. on March 11, 2021. The City Clerk called the roll. A quorum was present.

Mayor Waters noted a presentation and authorization to renew the City's insurance policy with EMC insurance as a proposed addition to the meeting agenda, the proposed addition would be item 7.C. under the Administrative Report.

Motion by Councilmember Harris to amend the agenda to add Item 7.C. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Visitors

Charles Marx, Kate Collum and Craig Wood from the Johnson County Solid Waste Committee made a presentation about the committee's Green Business Program.

Comment on Non-Agenda Items

Any comments for the Governing Body on non-agenda items were able to by either virtually raising their hand on the Zoom platform or could provide a written statement to be submitted to Ms. Schneweis by 5:00 pm on Thursday, February 11, 2021 to be shared during the meeting. Comments were to be limited to five minutes in length.

Jayme Tebow, 4952 Norwood, suggested the city create and use banners of all designs submitted to the city during a recent call for new designs by the Business and Community Affairs Committee.

Approval of February 11, 2021 City Council Meeting Minutes

Minutes from the February 11, 2021 Council Meeting were included in the agenda packet. Councilmember Hannaman provided a spelling correction to the document. Motion by Councilmember Harris to approve minutes document with suggested changes. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

Treasurer's Report

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

Motion by Councilmember Hannaman to approve Appropriations Ordinance No. 724 in the amount of \$391,642.53. Second by Councilmember Wimer. Mrs. Herring performed a roll call vote, motion carried by a 5-0 vote.

City Attorney Report

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

Administrative Report

Mrs. Herring provided a review of the February 2021 Administrative report and offered to answer questions.

Consider Resolution No. 90-2021 Adopting a Financial and Purchasing Policy for the City of Westwood

In an effort to memorialize the City's existing financial management and purchasing practices and to provide an opportunity for process improvement and evaluation of our working policies, City staff along with the Administration and Compensation Committee and City officials and advisors undertook the creation of a Financial and Purchasing Policy for use by the City of Westwood. The evaluation of City processes and operations relating to financial management and purchasing took place naturally during the implementation of our new financial management software and accounts payable system as well as during the onboarding of the City's new Chief Administrative Officer and City Treasurer in 2020.

At the March 3, 2021 Administration and Compensation Committee meeting, the Policy was recommended for review and consideration for action by the full City Council at this meeting.

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 during the course of carrying out City operations. Largely, the Policy is written in a way that documents what the City is currently doing so that there is a central reference for how and why finances and purchasing are managed. However, it also provides for some recommended process improvements or changes that are summarized as follows:

- Process changes reflective of the City's implementation of a new financial management (Intacct) and accounts payable (Bill.com) system;
- Process changes reflective of the relationship between City Treasurer and Chief Administrative Officer/City Clerk to clarify roles and responsibilities of each;
- Establishment of reserve targets for certain funds: Equipment Reserve Fund, Capital Improvement Fund, and Stormwater Utility Fund;
- Establishment of a purchasing policy to provide guidelines for:
 - Expenses under \$5,000, recurring expenses (e.g. residential trash cost), or routine operational purchases (salt & sand for deicing) will be approved administratively, without Council approval;

- Purchases of more than \$5,000 but less than \$100,000 will require three (3) quotes written competitive bids or price quotations are required and be approved by the City Council; and
- Capital items that are specifically scheduled in the annual budget, and for which the cost exceeds \$100,000, shall be awarded by the City Council only after a closed bid process.

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

Motion by Councilmember Harris to approve Resolution No. 90-2021 adopting a Financial and Purchasing Policy for the City of Westwood. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Consider Ordinance Nos. 1009-1018 Adopting the 2018 Building Codes

New codes are published and adopted primarily to address the constant introduction of new and better materials and methods in construction. The International Code Council, who publishes code books upon which nearly all jurisdiction codes are based, does so every three years. These codes provide for a uniform set of model building codes developed through a consensus process at the national level. Johnson County jurisdictions amend and adopt new codes every six years for the most part. Adopting the code updates on a six-year cycle, in coordination with neighboring jurisdictions allows for some inter-jurisdictional consistency for area builders and allows cities to space out the frequency of adopting all new codes, especially since not every code cycle results in significant changes from the previous cycle.

Most Johnson County and Kansas City metro jurisdictions have already or are in the process of adopting the 2018 ICC codes cycle. Although each jurisdiction adopts the code sections relevant to its distinct operations and community, extensive coordination has also occurred between Johnson County building officials with the objective of reaching consistent standards throughout the jurisdictions. Building Official Eddie McNeil has extensively reviewed the 2018 ICC code sections, has coordinated with his Johnson County building official colleagues, and recommends adoption of the ordinances noted below:

- International and National Codes (general administration provisions)
 - Ordinance No. 1009 amends Westwood Municipal Code (WMC) Chapter 4 Article 1

Building Code: Ordinance No. 1010 amends WMC Chapter 4 Article 2

Residential Code: Ordinance No. 1011 amends WMC Chapter 4 Article 3

Existing Building Code: Ordinance No. 1012 amends WMC Chapter 4 Article 4

Fire Code: Ordinance No. 1013 amends WMC Chapter 4 Article 5

Plumbing Code: Ordinance No. 1014 amends WMC Chapter 4 Article 6

Fuel Gas Code: Ordinance No. 1015 amends WMC Chapter 4 Article 7

Mechanical Code: Ordinance No. 1016 amends WMC Chapter 4 Article 8

Electrical Code: Ordinance No. 1017 amends WMC Chapter 4 Article 9

Energy Code: Ordinance No. 1018 amends WMC Chapter 4 Article 10

The latest code cycle adopted by the City of Westwood is the 2003 ICC codes

Adoption of these ordinances will effectively result in changes to the City's current operations and requirements as highlighted below:

- A. The City will begin requiring builders and building contractors have a Johnson County contractor's license (IBC Section 105.1.3)
- B. Foundation designs for one- and two-family dwellings and decks and balconies may use the approved standards and designs provided by Johnson County approved and adopted guidelines in lieu of the prescriptive requirements of the IRC
- C. Maximum girder and header spans are updated assuming a lower, but most commonly used, grade of dimensional lumber is used for their construction (IRC Section R602)
- D. Carbon monoxide alarms are now required outside of each separate sleeping area in homes with fuel-fired appliances and in homes with attached garages (IRC Section R315)
- E. A separate 20-amp branch circuit is now required to serve receptacle outlets of attached and detached garages with electrical power (IRC Section E3703.5)
- F. A mayoral-appointed Board of Building Code Appeals may be called on an as-needed, case-by-case basis when an appeal is filed with the City Clerk. A Board of Building Code Appeals shall determine the suitability of alternate materials and types of construction and to provide for reasonable interpretations of the provisions of the codes incorporated in this Chapter. The Board of Building Code Appeals shall be the final determiner of the scope and meaning of all provisions of the building code which may be unclear, ambiguous, or requiring interpretation.
- G. Except for when an ice barrier exists, new roof coverings shall not be installed without first removing all existing layers of roof coverings down to the roof decking. (IRC Section R907.3)

The recommended effective date for the new building codes taking effect is April 1, 2021 and contractors, builders, and other interested individuals who have made inquiry have been made aware for some months now that the City would be recommending adoption of the 2018 codes, to take effect in Spring 2021.

Mr. McNeil was present and offered to answer any questions.

Motion by Councilmember Harris to adopt Ordinance No. 1009 repealing and replacing Chapter 4, Article 1 of the Westwood City Code – International and National Codes (general administration provisions). Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris to adopt Ordinance No. 1010 repealing and replacing Chapter 4, Article 2 of the Westwood City Code – Building Code. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris to adopt Ordinance No. 1011 repealing and replacing Chapter 4, Article 3 of the Westwood City Code – Residential Code. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris to adopt Ordinance No. 1012 repealing and replacing Chapter 4, Article 4 of the Westwood City Code – Existing Building Code. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris to adopt Ordinance No. 1013 repealing and replacing Chapter 4, Article 5 of the Westwood City Code – Fire Code. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris adopt Ordinance No. 1014 repealing and replacing Chapter 4, Article 6 of the Westwood City Code – Plumbing Code. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris to adopt Ordinance No. 1015 repealing and replacing Chapter 4, Article 7 of the Westwood City Code – Fuel Gas Code. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris to adopt Ordinance No. 1016 repealing and replacing Chapter 4, Article 8 of the Westwood City Code – Mechanical Code. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris to adopt Ordinance No. 1017 repealing and replacing Chapter 4, Article 9 of the Westwood City Code – Electrical Code. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

Motion by Councilmember Harris to adopt Ordinance No. 1018 repealing and replacing Chapter 4, Article 10 of the Westwood City Code – formerly Appeals. Second by Councilmember Cummins. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

EMC Insurance Renewal

The City's general insurance policy will expire on April 1, 2021. Geoff Gobble with Boulevard Insurance LLC provided an overview of the insurance renewal for the City of Westwood for the next policy coverage year.

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

The coverage comparison provided by Boulevard Insurance also covers policies outside the scope of the EMC renewal but which Boulevard monitors on behalf of the City; these include coverage for the 4th of July fireworks event typically will be secured by a separate policy (this event has not yet been confirmed so this coverage may not be needed/sought); worker's compensation insurance (which is provided through KMIT and for which the City has budgeted an increased expenditure); fidelity bonds for City staff and officials; and Cyber Liability/Data Breach coverage.

Mr. Gobble is wrapping up a reconciliation of the auto liability line premium, which may result in a lower premium than that illustrated in the table and the overview document.

The City Council approved expanded cyber liability coverage in October 2020 which eliminated the need for coverage under the EMC policy. The adopted 2021 budget reflects a premium for the policy forecast at \$65,316 vs. the \$70,348 reflected in the comparison; the KMIT premium is paid from the same line and came in under budget, which savings will help to offset the premium increase reflected in the EMC policy.

Motion by Councilmember Hannaman to renew the City's insurance coverage with EMC Insurance as reflected in the conditional premium quote date March 5, 2021, following any additional changes in

coverage as are currently being negotiated by Boulevard Insurance on the City's behalf. Second by councilmember Harris. Motion carried by a 5-0 voice vote.

Public Safety Report

Chief O'Halloran referred to the February 2021 Public Safety report and offered to answer questions.

Public Works Report

Mr. Sullivan referred to the February 2021 Public Works report and offered to answer any questions.

Consider Interlocal Agreement with Westwood Hills and Kansas City, MO for Public Improvements to State Line Road

State Line Road is slated to be resurfaced in 2021 with a three-inch mill and overlay. The project is a joint project with Kansas City, Missouri and Westwood Hills, KS. The agreement lays out the estimated costs for each City. Westwood will act as the project administrator. The agreement has been reviewed by both the Westwood and the Westwood Hills City attorneys and as such been approved as to form.

Motion by Councilmember Cummins to authorize the Mayor to execute the Agreement between Westwood, Westwood Hills, and Kansas City. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Consider an Interlocal Agreement with Westwood Hills for the Joint Construction of Alley Between W. 48th Street and W. 48th Terrace

The City of Westwood desires to work with the City of Westwood Hills to make certain improvements to the existing alley between W. 48th Street and W. 48th Terrace. Each city agrees and understand that the costs to rehabilitate said alley in their respective cities shall be borne by that city. It is further understood that the parties can affect substantial savings by Westwood assuming responsibility for administering construction of the Alley Project within the agreed upon limits. The agreement describes those responsibilities. The agreement has been reviewed by both cities attorneys and found to be approved as to form.

Motion by Councilmember Harris to authorize the Mayor to sign the agreement as presented. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Change Order #1, State Line Road

State Line Road is slated to be resurfaced in 2021 with a three-inch mill and overlay. The project is a joint project with Kansas City, Missouri and Westwood Hills, KS.

UHL Engineering has agreed to include the Westwood Hills portion of the project in the bid. As such, Westwood Hills has considered a change order for the amount of the design and construction engineering with UHL Engineering to cover those costs. UHL Engineering is requesting a change order to our design contract for the Construction Engineering which will be reimbursed by Westwood Hills to Westwood via the Interlocal Agreement.

Motion by Councilmember Cummins to authorize the Mayor to execute the Change Order #1 between Westwood and UHL Engineering, Inc. Second by councilmember Hannaman. Motion carried by a 5-0 voice vote.

Committee Reports

a. Administration & Compensation Committee

Councilmember Hannaman had nothing to report.

b. Business & Community Affairs Committee

Councilmember Cummins thanked Jayme Tebow for her suggestion during her public comment.

c. Public Safety Committee

Councilmember Harris had nothing to report.

d. Public Works Committee

Councilmember Steele noted the Committee is working to form a task force for the Complete Streets project.

e. Parks & Recreation Committee

Councilmember Wimer noted the Committee met determined it will not hold an Easter Egg Scramble this year due to concerns about COVID-19. The Committee is watching health orders closely in order to plan for possible summer events.

Mayor's Report

Councilmember Harris read a COVID-19 Heroes Week Proclamation into the records in Mayor Waters' stead, as he lost connectivity while reading the proclamation.

Adjournment

Motion by Councilmember Hannaman to adjourn the meeting. Second by Councilmember Cummins. Motion carried by a 5-0 voice vote. The meeting adjourned at 9:00 pm.

APPROVED: _____

David E. Waters, Mayor

ATTEST: _____

Leslie Herring, City Clerk

**City of Westwood
Treasurer's Report
3/31/2021**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
 - a. Ending unencumbered cash through 3/31/2021 is \$2,811,891 the remains up from year end by \$435,358 primarily due to the increase in tax distribution from January.
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. Overall Revenue is up compared to March 2020 by \$8K.
 - i. Taxes – overall up about \$36K from prior year. Ad Valorem taxes are up \$27K from prior year. City and County sales tax revenue is up about \$8K. March City Sales Tax was up about \$6K from Feb at \$52K total. Liquor Tax is down about \$1K. Special Assessments up about \$2K.
 - ii. Fees and Licenses – overall up \$9K this month, a bit of a swinging door from last month due to timing of the Feb Franchise Fees deposit made in March, Franchise Fees are up \$11K. Community Room rent down \$2K.
 - iii. Intergovernmental Fees are steady through March, some increase in Public Works revenue with a decrease in Police Services.
 - iv. Restricted Use – decreased by \$4K due to State Highway Maintenance funds that were deposited directly in that fund in the current year.
 - v. Fines – continues at a low level and is down \$30K from prior year.
 - vi. Miscellaneous income down \$1K.
 - b. Overall Expenditures remain down \$33K through March compared to the prior year.
 - i. General Overhead total expenditures of \$107,272 for the month, down for the year to date by \$7K so tracking in line with prior year.
 - ii. Administrative expenditures of \$42,870 for the month, this is up slightly from the prior year by about \$2K. Increase in salary line of \$1K.
 - iii. Public Works expenditures total expenditures of \$42,632 for March, to date spending is up by \$7K in this line item. Primarily due to decreases in salaries of \$7K offset by \$4K increase in professional fees and \$10K in equipment/maintenance line from a mower purchase in Feb.
 - iv. Police expenditures are \$71,387 this month, down from prior by \$28K. This is due to Wages of \$28K decreasing as well as equipment and maintenance line by \$4K, General Operating expenses up \$3K.
 - v. Parks and Rec expenditures remain nominal at \$2168 for the month which is down for the year by \$7K from the prior year.
 - vi. Cancelled Encumbrances totaling \$4K that is returning cash to the general fund balance.
 - c. Net Receipts Over (Under) Expenditures in the General Fund are \$(20,844) for the month due to the timing of tax distributions received in January. Year to date through March we have positive receipts over expenditures of \$274,259 which is an increase over the prior year at this time of \$46K.
4. Other Funds – Current Month and Year to Date
 - a. General activity shown in all the funds.
 - i. CIP Sales Tax revenue up a bit at \$26K in March, around \$23K for Jan and Feb.
 - ii. CIP expenditures for Engineering for the Annex, State Line CARS and Mill & Overlay Projects.

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 March 31, 2021

	General Fund 03/31/2021	Capital Improvements Fund 03/31/2021	Equipment Reserve Fund 03/31/2021	Stormwater Fund 03/31/2021	Special Highway Fund 03/31/2021	Woodside TIF/CID Fund 03/31/2021	Debt Service Fund 03/31/2021	All Funds 03/31/2021
Assets								
Current Assets								
Cash In Bank	1,041,767.06	884,797.65	124,805.98	248,056.05	70,361.82	306,907.22	134,579.36	2,811,275.14
Cash In Bank - Bond Fund	35,963.99	0.00	0.00	0.00	0.00	0.00	0.00	35,963.99
Cash In Bank - Woodside Village Acct	9.35	0.00	0.00	0.00	0.00	0.00	0.00	9.35
Bill.com Money Out Clearing	191.90	0.00	0.00	0.00	0.00	0.00	0.00	191.90
Total Current Assets	1,077,932.30	884,797.65	124,805.98	248,056.05	70,361.82	306,907.22	134,579.36	2,847,440.38
Total Assets	\$ 1,077,932.30	\$ 884,797.65	\$ 124,805.98	\$ 248,056.05	\$ 70,361.82	\$ 306,907.22	\$ 134,579.36	\$ 2,847,440.38
Liabilities and Fund Balance								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	35,539.99	0.00	0.00	0.00	0.00	0.00	0.00	35,539.99
Total Current Liabilities	35,549.18	0.00	0.00	0.00	0.00	0.00	0.00	35,549.18
Total Liabilities	35,549.18	0.00	0.00	0.00	0.00	0.00	0.00	35,549.18
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	274,259.32	34,747.18	(513.48)	72,818.07	14,242.29	31,209.90	8,594.51	435,357.79
Total Fund Balance	1,042,383.12	884,797.65	124,805.98	248,056.05	70,361.82	306,907.22	134,579.36	2,811,891.20
Total Liabilities and Fund Balance	\$ 1,077,932.30	\$ 884,797.65	\$ 124,805.98	\$ 248,056.05	\$ 70,361.82	\$ 306,907.22	\$ 134,579.36	\$ 2,847,440.38

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas

Cash Flow

For the One Month Ended March 31, 2021

	General Fund Month Ending 03/31/2021	Capital Improvements Fund Month Ending 03/31/2021	Equipment Reserve Fund Month Ending 03/31/2021	Stormwater Fund Month Ending 03/31/2021	Special Highway Fund Month Ending 03/31/2021	Woodside TIF/CID Fund Month Ending 03/31/2021	Debt Service Fund Month Ending 03/31/2021	All Funds Month Ending 03/31/2021
Unencumbered Cash, Beginning Period	1,099,257.10	870,413.17	124,805.98	243,831.68	70,625.20	295,234.44	133,723.45	2,837,891.02
Receipts								
Taxes	129,542.81	26,179.48	0.00	0.00	0.00	0.00	855.91	156,578.20
Fees and Licenses	53,611.36	0.00	0.00	0.00	0.00	0.00	0.00	53,611.36
Building Permits	2,203.50	0.00	0.00	0.00	0.00	0.00	0.00	2,203.50
Intergovernmental	48,461.62	0.00	0.00	0.00	0.00	0.00	0.00	48,461.62
Restricted Use	0.00	0.00	0.00	4,447.27	0.00	20,991.99	0.00	25,439.26
Fines	10,856.00	0.00	0.00	0.00	0.00	0.00	0.00	10,856.00
Miscellaneous	812.03	0.00	0.00	0.00	0.00	0.00	0.00	812.03
Total Receipts	245,487.32	26,179.48	0.00	4,447.27	0.00	20,991.99	855.91	297,961.97
Expenditures								
Salary & Benefits	121,776.91	0.00	0.00	0.00	0.00	0.00	0.00	121,776.91
Employee Expenses	2,724.20	0.00	0.00	0.00	0.00	0.00	0.00	2,724.20
Professional Fees	78,038.61	0.00	0.00	0.00	0.00	0.00	0.00	78,038.61
General Operating Expenses	21,627.56	0.00	0.00	0.00	0.00	0.00	0.00	21,627.56
Utilities	31,991.18	0.00	0.00	0.00	0.00	0.00	0.00	31,991.18
Equipment and Maintenance	8,973.66	0.00	0.00	222.90	263.38	0.00	0.00	9,459.94
Street and Stormwater	0.00	11,795.00	0.00	0.00	0.00	0.00	0.00	11,795.00
Park and Events	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Miscellaneous	200.00	0.00	0.00	0.00	0.00	9,319.21	0.00	9,519.21
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	266,332.12	11,795.00	0.00	222.90	263.38	9,319.21	0.00	287,932.61
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Refundable Bond Deposits	(480.00)	0.00	0.00	0.00	0.00	0.00	0.00	(480.00)
Unencumbered Cash, End of Period	\$ 1,077,932.30	\$ 884,797.65	\$ 124,805.98	\$ 248,056.05	\$ 70,361.82	\$ 306,907.22	\$ 134,579.36	\$ 2,847,440.38

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas

Statement of Operations

General Fund

For The One Period and Three Periods Ended March 31, 2021 and 2020

	Month Ending 03/31/2021	Year To Date 03/31/2021	Year To Date 03/31/2020	Year Ending 12/31/2021	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Receipts					
Taxes	\$ 129,542.81	\$ 686,343.33	\$ 649,906.46	\$ 1,717,803.00	(1,031,459.67)
Fees and Licenses	53,611.36	120,093.46	110,881.32	474,200.00	(354,106.54)
Building Permits	2,203.50	8,826.25	10,186.50	30,000.00	(21,173.75)
Intergovernmental	48,461.62	87,141.72	88,045.10	336,100.00	(248,958.28)
Restricted Use	0.00	0.00	3,735.45	0.00	0.00
Fines	10,856.00	23,244.00	53,974.00	140,000.00	(116,756.00)
Miscellaneous	812.03	1,792.31	2,312.30	3,050.00	(1,257.69)
Total Receipts	245,487.32	927,441.07	919,041.13	2,701,153.00	(1,773,711.93)
Expenditures					
General Overhead					
Salary & Benefits	2,867.73	9,773.80	16,089.58	59,478.00	(49,704.20)
Employee Expenses	0.00	94.90	0.00	1,200.00	(1,105.10)
Professional Fees	72,798.61	119,090.34	104,234.52	184,716.00	(65,625.66)
General Operating Expenses	529.32	3,179.68	4,455.17	21,630.00	(18,450.32)
Utilities	30,877.13	62,569.91	70,468.83	242,258.00	(179,688.09)
Equipment and Maintenance	0.00	95.04	0.00	0.00	95.04
Street and Stormwater	0.00	6,668.75	0.00	264,670.00	(258,001.25)
Park and Events	0.00	1,500.00	2,725.00	14,750.00	(13,250.00)
Miscellaneous	200.00	200.00	0.00	0.00	200.00
Interfund Transfers	0.00	0.00	12,692.33	296,730.00	(296,730.00)
Total General Overhead	107,272.79	203,172.42	210,665.43	1,085,432.00	(882,259.58)
Administrative					
Salary & Benefits	30,441.03	78,504.99	77,050.37	286,562.00	(208,057.01)
Employee Expenses	0.00	4,101.99	3,745.90	6,100.00	(1,998.01)
Professional Fees	0.00	275.00	0.00	0.00	275.00
General Operating Expenses	12,429.85	14,842.82	14,115.44	18,030.00	(3,187.18)
Park and Events	0.00	0.00	210.47	2,000.00	(2,000.00)
Interfund Transfers	0.00	0.00	0.00	3,000.00	(3,000.00)
Total Administrative	42,870.88	97,724.80	95,122.18	315,692.00	(217,967.20)

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas

Statement of Operations

General Fund

For The One Period and Three Periods Ended March 31, 2021 and 2020

	Month Ending 03/31/2021	Year To Date 03/31/2021	Year To Date 03/31/2020	Year Ending 12/31/2021	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Public Works					
Salary & Benefits	28,141.74	86,393.55	94,626.30	389,236.00	(302,842.45)
Employee Expenses	2,202.33	2,286.90	1,314.74	6,900.00	(4,613.10)
Professional Fees	1,545.00	3,860.00	0.00	15,000.00	(11,140.00)
General Operating Expenses	1,386.86	4,650.16	4,418.51	22,050.00	(17,399.84)
Utilities	680.36	2,730.92	2,666.39	23,500.00	(20,769.08)
Equipment and Maintenance	8,676.38	23,436.39	13,208.53	44,000.00	(20,563.61)
Interfund Transfers	0.00	0.00	0.00	40,000.00	(40,000.00)
Total Public Works	42,632.67	123,357.92	116,234.47	540,686.00	(417,328.08)
Police					
Salary & Benefits	60,326.41	194,580.14	223,417.62	1,053,180.00	(858,599.86)
Employee Expenses	521.87	4,956.61	4,644.43	26,500.00	(21,543.39)
Professional Fees	3,695.00	16,389.03	15,787.25	65,800.00	(49,410.97)
General Operating Expenses	5,378.76	10,549.48	7,716.08	58,500.00	(47,950.52)
Utilities	224.07	482.45	841.39	5,000.00	(4,517.55)
Equipment and Maintenance	241.15	3,018.24	7,062.60	17,974.00	(14,955.76)
Park and Events	1,000.00	1,000.00	0.00	0.00	1,000.00
Interfund Transfers	0.00	0.00	0.00	20,000.00	(20,000.00)
Total Police	71,387.26	230,975.95	259,469.37	1,246,954.00	(1,015,978.05)
Parks & Rec					
Professional Fees	0.00	0.00	0.00	10,000.00	(10,000.00)
General Operating Expenses	1,902.77	2,002.85	0.00	2,000.00	2.85
Utilities	209.62	667.94	4,505.78	31,000.00	(30,332.06)
Equipment and Maintenance	56.13	56.13	5,070.43	6,000.00	(5,943.87)
Park and Events	0.00	0.00	270.00	11,850.00	(11,850.00)
Total Parks & Rec	2,168.52	2,726.92	9,846.21	60,850.00	(58,123.08)
Total Expenditures	266,332.12	657,958.01	691,337.66	3,249,614.00	(2,591,655.99)
Prior Year Cancelled Encumbrances	0.00	4,776.26	0.00	0.00	4,776.26
Receipts Over (Under) Expenditures	\$ (20,844.80)	\$ 274,259.32	\$ 227,703.47	\$ (548,461.00)	822,720.32

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
Other Funds
For The One Period Ended March 31, 2021

	Other Funds					
	Capital Improvements Fund Month To Date 03/31/2021 Actual	Equipment Reserve Fund Month To Date 03/31/2021 Actual	Stormwater Fund Month To Date 03/31/2021 Actual	Special Highway Fund Month To Date 03/31/2021 Actual	Woodside TIF/CID Fund Month To Date 03/31/2021 Actual	Debt Service Fund Month To Date 03/31/2021 Actual
Receipts						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	731.72
City Sales & Use Tax - Special	26,179.48	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	124.19
Total Taxes	\$ 26,179.48	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 855.91
Restricted Use						
Stormwater Utility Fee	0.00	0.00	4,447.27	0.00	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	15,262.07	0.00
WV CID-2	0.00	0.00	0.00	0.00	5,729.92	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	26,179.48	0.00	4,447.27	0.00	20,991.99	855.91
Expenditures						
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	222.90	0.00	0.00	0.00
Special Highway Maintenance	0.00	0.00	0.00	263.38	0.00	0.00
Total Equipment and Maintenance	0.00	0.00	222.90	263.38	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	11,795.00	0.00	0.00	0.00	0.00	0.00
Total Street and Stormwater	11,795.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	9,319.21	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	9,319.21	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	11,795.00	0.00	222.90	263.38	9,319.21	0.00
Receipts Over (Under) Expenditures	\$ 14,384.48	\$ 0.00	\$ 4,224.37	\$ (263.38)	\$ 11,672.78	\$ 855.91

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
Other Funds
For The Three Periods Ended March 31, 2021

	Other Funds					
	Capital Improvements Fund Year To Date 03/31/2021 Actual	Equipment Reserve Fund Year To Date 03/31/2021 Actual	Stormwater Fund Year To Date 03/31/2021 Actual	Special Highway Fund Year To Date 03/31/2021 Actual	Woodside TIF/CID Fund Year To Date 03/31/2021 Actual	Debt Service Fund Year To Date 03/31/2021 Actual
Receipts						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	8,656.24
City Sales & Use Tax - Special	72,032.18	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	125.27
Total Taxes	\$ 72,032.18	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,781.51
Restricted Use						
Stormwater Utility Fee	0.00	0.00	76,780.24	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	3,725.25	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	10,780.42	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	194,048.65	0.00
WV CID-1	0.00	0.00	0.00	0.00	35,815.96	0.00
WV CID-2	0.00	0.00	0.00	0.00	15,492.61	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	72,032.18	0.00	77,469.02	14,505.67	245,357.22	8,781.51
Expenditures						
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	235.06	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	513.48	0.00	0.00	0.00	0.00
Special Highway Maintenance	0.00	0.00	0.00	263.38	0.00	0.00
Total Equipment and Maintenance	0.00	513.48	235.06	263.38	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	37,285.00	0.00	0.00	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	193,593.43	187.00
UMB CID Payment	0.00	0.00	0.00	0.00	20,553.89	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	214,147.32	187.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	37,285.00	513.48	4,650.95	263.38	214,147.32	187.00
Receipts Over (Under) Expenditures	\$ 34,747.18	\$ (513.48)	\$ 72,818.07	\$ 14,242.29	\$ 31,209.90	\$ 8,594.51

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Appropriation Ordinance No. 725

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF MARCH 1, 2021 - MARCH 31, 2021 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 3/31/2021	Capital Improvements Month Ending 3/31/2021	Equipment Reserve Month Ending 3/31/2021	Stormwater Month Ending 3/31/2021	Special Highway Month Ending 3/31/2021	Woodside TIF/CID Month Ending 3/31/2021	Debt Service Month Ending 3/31/2021	Total All Funds Month Ending 3/31/2021
Expenditures								
Salary & Benefits	121,776.91	0.00	0.00	0.00	0.00	0.00	0.00	121,776.91
Employee Expenses	2,724.20	0.00	0.00	0.00	0.00	0.00	0.00	2,724.20
Professional Fees	78,038.61	0.00	0.00	0.00	0.00	0.00	0.00	78,038.61
General Operating Expenses	21,627.56	0.00	0.00	0.00	0.00	0.00	0.00	21,627.56
Utilities	31,991.18	0.00	0.00	0.00	0.00	0.00	0.00	31,991.18
Equipment and Maintenance	8,973.66	0.00	0.00	222.90	263.38	0.00	0.00	9,459.94
Street and Stormwater	0.00	11,795.00	0.00	0.00	0.00	0.00	0.00	11,795.00
Park and Events	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Miscellaneous	200.00	0.00	0.00	0.00	0.00	9,319.21	0.00	9,519.21
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	266,332.12	11,795.00	0.00	222.90	263.38	9,319.21	0.00	287,932.61

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

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

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 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 8th day of April, 2021.

MAYOR

ATTEST: CITY CLERK

COUNCIL ACTION FORM

Meeting Date: April 8, 2021

Staff Contact: Ryan Denk, City Attorney

Agenda Item: Consider Government Enforcement Services Agreement for Johnson County
Local Health Officer Orders and County Board Health Orders

Background / Description of Item

On November 13, 2020, the Johnson County Board of County Commissioners, sitting as the Johnson County Board of Public Health, adopted Johnson County Board of Public Health Order No. 002-20 (the "Original Health Order"). Among other things, the Health Order established certain social distancing requirements and limitations on gatherings for individuals, businesses, and activities. The Original Health Order became effective in all of Johnson County as of 12:01 A.M. on Monday, November 16, 2020, and remained in effect through March 31, 2021.

The Original Health Order was issued by the County pursuant to certain statutory authority, namely K.S.A. 65-119. This type of order could generally be enforced by the district attorney pursuant to K.S.A. 65-127 and, depending on the situation, K.S.A. 65-129. However, there had been concern over the practical ability to enforce such rules given the backlog of cases currently pending in district court (which has seen eliminations of or, at best, severe reductions in, trials).

However, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce certain of its "resolutions" by prosecution in the Johnson County Codes Court. To help alleviate district court pressures, and presumably to better allow the County to enforce its own Original Health Order, on November 19, 2020, the County adopted Resolution No. 108-20 establishing noncompliance with the Original Health Order as a violation of the Johnson County Code.

That notwithstanding, there is some question as to whether the County can enforce its own resolutions in Johnson County Codes Court within city limits, absent an agreement by the applicable city to allow for that (as cities generally have their own home rule powers within their borders). Accordingly, the County had requested that cities within Johnson County approve an agreement with the County allowing for County enforcement of the Health Order, as incorporated into the County Code. That Agreement was approved by the City Council on December 10, 2020.

With the expiration of the Original Health Order, on March 25, 2021, the County issued a new Public Health Order of the Johnson County Local Health Officer (the "New Health Order"). The New Health Order does not contain a mass gathering limitation, but does include social distancing requirements and also includes a face mask requirement. The New Health Order is effective through April 30, 2021, unless otherwise amended, revoked or replaced.

As the Original Agreement only allowed for County enforcement of the Original Health Order, a new agreement as to the New Health Order is presented tonight to the City Council for consideration and approval (the "New Agreement"). The New Agreement is substantially similar to the Original Agreement, and merely updates the Original Agreement to reflect the terms of the New Health Order. As with the Original Agreement:

- The County, and not the City, will be responsible for enforcement of the New Health Order within the City limits. The City agrees to reasonably cooperate with the County in the sharing of information related to enforcement, and to also assist in educating its citizens as to the requirements of the New Health Order.
- The New Agreement is limited only to the New Health Order. No other orders would be covered by this New Agreement (there are not currently any in effect, but if there should be, the County and the City could amend the New Agreement appropriately).

Either party can terminate the Agreement at any time, if deemed in the best interests of the City or County.

Staff Comments

As this agreement impacts Westwood's public safety contractual relationship with Westwood Hills and Mission Woods, City staff has coordinated with those communities, who both entered into similar agreements with Johnson County and whom intend to enter into updated agreements under the New Health Order.

Suggested Motion

I move to approve the Government Enforcement Services Agreement for Johnson County Local Health Officer Orders and County Board Health Orders.

**GOVERNMENT ENFORCEMENT SERVICES AGREEMENT
FOR JOHNSON COUNTY LOCAL HEALTH OFFICER ORDERS AND COUNTY
BOARD OF HEALTH ORDERS**

by and between:

JOHNSON COUNTY, KANSAS

and

THE CITY OF WESTWOOD, KANSAS

This Agreement made and entered into this 8th day of April, 2021, by and between **Johnson County, Kansas** ("County") and the **City of Westwood, Kansas** ("City").

WITNESSETH:

WHEREAS, County and City ("Parties") desire to protect the health and safety of their citizens; and

WHEREAS, the Local Health Officer is appointed by Johnson County pursuant to K.S.A. 65-201 and, is directed and authorized by statute to act to prevent the spread of any infectious, contagious, or communicable disease; and

WHEREAS, pursuant to K.S.A. 65-201, the Board of County Commissioners of Johnson County, Kansas acts as the County Board of Health for Johnson County; and

WHEREAS, pursuant to K.S.A. 65-119, the Local Health Officer and the County Board of Health are charged with exercising and maintaining supervision over infectious or contagious disease within Johnson County; and

WHEREAS, pursuant to K.S.A. 65-201, as amended by Kansas Senate Bill No. 40 (2021), the Johnson County Local Health Officer may propose, and the County Board of Health may issue, certain health orders in furtherance of these objectives; and

WHEREAS, on March 25, 2021, the Johnson County Board of County Commissioners, sitting as the Johnson County Board of Public Health, adopted a certain Public Health Order of the Johnson County Local Health Officer (the "Health Order"); and

WHEREAS, the County had previously adopted Resolution 108-20 on November 19, 2020, establishing noncompliance with the Health Order as a violation of the Johnson County Code; and

WHEREAS, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce all resolutions passed pursuant to county home rule powers, and noncompliance with the Health Order may be prosecuted in Johnson County Codes Court and violations shall incur fines pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX; and

WHEREAS, Resolution 108-20 is effective within all of the unincorporated areas of Johnson County, Kansas, and within any cities whose governing bodies have agreed to contract with the County for such services; and

WHEREAS, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908; and

WHEREAS, County and City deem it in the interest of public health and safety to enforce the Health Order within the corporate city limits of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The County shall provide enforcement of the Health Order within the city limits of City, pursuant to Resolution 108-20. Amendments to the Health Order or other health orders issued by the Johnson County Board of Public Health or the Johnson County Local Health Officer may be included in this Agreement if the City agrees in writing to include those specific orders. The Parties agree that the form and scope of the City's subsequent agreement to include amendments to the Health Order or other health orders within the scope of this Agreement will be as authorized by the City's governing body in its sole discretion.
2. All expenses necessary to the operation of said enforcement shall be paid and provided for by the County. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to require County to pay for any of City's expenses incurred during any investigation, prosecution, or assistance in enforcement of the Health Order.
3. The County and City shall each designate a liaison as the point of contact under this Agreement.
4. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration limited to the enforcement of the Health Order within the corporate limits of the City, such that at the time of this Agreement, the Agreement does not infringe upon the City's home rule powers, pursuant to Article 12, Section 5 of the Kansas Constitution and K.S.A. 19-101a(4).
5. The City consents to the County's jurisdiction to prosecute violations of the Health Order that occur within the City's corporate boundaries in the Johnson County Court, pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX. The City shall defer all prosecutorial decisions to the County and fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.

6. The City agrees to aid County in educating and promoting awareness of the Health Order within its city limits. The City further agrees to aid County in reporting, investigating, and testifying as to the noncompliance of the Health Order. The Parties agree that the City retains the sole, discretionary authority to decide what "aid", "educating", "promoting awareness", reporting", "investigating" to provide to County. Prior to County issuing a citation within City's city limits, County will have a general expectation that City will have provided records and documentation sufficient to support a determination by County to issue a citation. In recognition of the varying circumstances that may occur on these matters, the City and County may enter into separate related agreements or memoranda of understanding. Also, the City and County may confer to arrive at other informal written or unwritten approaches to determine processes to coordinate with one another to effectuate this Agreement.
7. The following terms and conditions shall cover how the parties will handle records matters that are likely to arise within this Agreement:
 - A. City shall be responsible for responding to Kansas Open Records Act ("KORA") requests received by City. County shall be responsible for responding to KORA requests received by County.
 - B. When the County files a uniform complaint and notice to appear in County Codes Court and a defendant or a defendant's legal counsel completes a discovery request, County would ultimately be responsible for completing the discovery request response, but would rely upon assistance from City to ensure that all documents responsive to the discovery request could be provided in a timely fashion. County would gather and prepare to distribute to the defendant any documents County would possess that may be responsive to the request pursuant to state law, which may include but not be limited to records generated by City. County will also contact City to request that City provide County any and all records that may be responsive to the discovery request, which would also include any potentially exculpatory evidence. City would expeditiously locate such records and would not unreasonably withhold any such records, but would instead provide the documents as soon as practicable. County would then deliver the records responsive to the discovery request to the defendant or the defendant's legal counsel.
8. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing and termination shall become effective upon the non-terminating party's receipt of such notice of termination. Notice shall be sent to:

COUNTY: Director of Department of Health and
Environment
Health Services Building
11875 S. Sunset Drive, Suite #300
Olathe, KS 66061

and Johnson County Legal Department
Attn: Chief Counsel
111 S. Cherry Street, Suite 3200
Olathe, Kansas 66061

CITY: City of Westwood, Kansas
Attn: City Clerk
4700 Rainbow Blvd.
Westwood, Kansas 66205

9. The right of the County and the City to enter into this Agreement is subject to the provisions of the cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County and the City shall at all times stay in conformity with such laws, and as a condition of this Agreement either party reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
10. That certain previous Government Enforcement Services Agreement for Johnson County Local Health Officer Order and County Board of Health Orders dated December 10, 2020, is hereby terminated and shall be of no further force or effect.
11. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto, except to the extent this Agreement would authorize supplemental documents in conjunction with this Agreement, as described within Section 7 of this Agreement.
12. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
13. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions indicated within Section 5 of this Agreement, and shall continue in force and effect until terminated by either party as provided in Section 8 or Section 9 of this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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

JOHNSON COUNTY, KANSAS

By: _____
Ed Eilert, Chairman

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: Assistant County Counselor

ATTEST:

By: _____
Lynda Sader, Deputy County Clerk

CITY OF WESTWOOD, KANSAS

By: _____
David E. Waters, Mayor

APPROVED AS TO FORM:

By: _____
Ryan Denk
City Attorney

ATTEST:

By: _____
Leslie Herring, City Clerk

COUNCIL ACTION FORM

Meeting Date: April 8, 2021

Staff Contact: Leslie Herring, City Clerk

Agenda Item: Consider request of Woodside related to the 2021 swimming pool season

Background / Description of Item

Due to concerns of Woodside Racquet Club Management relating to the declared pandemic of COVID-19, certain additional health and safety precautions and protocols were communicated to Club members and Westwood residents on March 17, 2021. As some of these additional health and safety precautions and protocols would impact Westwood residents' access to the swimming facilities (as they will impact all Woodside Club members), any modifications or restrictions to access to the swimming facilities would need to be agreed to between the City and the Club and formalized with an amendment to the sublease agreement between the parties.

Staff Comments/Recommendation

Woodside President Blair Tanner will be in attendance at the meeting to discuss his request with the City Council. Attached to this staff report are the March 17, 2021 communication sent to Club members and Westwood residents via the City's Buzz weekly e-blast as well as the Fifth Amendment to the Sublease, approved in June for the 2020 swimming pool season.

Leslie Herring

To: Katie Swetala
Subject: RE: Summer Preview 🌻 - Confidential

From: Woodside <communications@clubwoodside.com>
Sent: Tuesday, March 16, 2021 3:54 PM
To: Katie Swetala <kswetala@clubwoodside.com>
Subject: Summer Preview 🌻



Warm weather is right around the corner and we are busy preparing for summer operations! We are readying the outdoor pool areas, refining poolside food + drink menus and updating member rules and policies. We will follow up with additional details as we approach the opening of our pools, however, in advance, we would like to share what has been determined at this time.

OUTDOOR POOLS | OPENING

As soon as weather permits, we will be performing necessary maintenance to the interior linings of both upper pools. Upon completion of our pool shell repair and paint project, we must wait 14 days before we can fill and balance the pools. We will send a notification as soon as the outdoor pools (including lap swimming)/deck areas are available for member use.

SUMMER YOUTH POLICY

COVID has obviously continued to present Woodside with various challenges that require us to adjust to necessary requirements, including social distancing. As a result, we will welcome Woodside youth members (20 years old and under) at the lower pools, Monday – Friday from 11AM – 9PM. Youth members 15 years old and under must be accompanied and supervised by a parent/guardian/nanny or sibling member 16+ years old. The lower pools will be open for youth members on Memorial Day, Monday, May 31. Pool usage on Saturdays/Sundays will be restricted to members ages 21 and above.

RESERVATION + GUEST POLICIES

Pool reservations will be required for all pools Fridays/Saturdays/Sundays as well as summer holidays. Please note that reservations will also be required for the lower pool on Fridays. We understand that

members like to share the Club with their friends and families, but we will continue our no guest policy until further notice.

WOODSIDE WAVES SWIM TEAM

The MOKAN Swim League has determined it will move forward with a 2021 summer swim season and the Waves will participate! The Waves Swim Team will be open to Woodside youth members ages 7 – 18 years old (there will not be a Pre-Competitive team this summer). The season will start Monday, June 8 and Championships will be July 20 and July 22. The team will be capped at 150 swimmers.

Swim Team practice takes place Monday through Friday as follows:

Blue Squad | 13 and up and fast 11 – 12 year-old's | 7 – 8:30AM
Red Squad | 9 – 12 year-old's | 8:15 – 9:45AM
Yellow Squad | 7 – 8 year-old's | 9:30 – 11AM

Online registration will open the week of April 5. If you are interested in participating, please email us [here](#).

SUMMER FUN

Our Woodside Junior Tennis program is an easy way for youths to start playing tennis and for those that are ready for high school tennis. Summer Junior Tennis programs begin June 1. Our popular Junior Tennis Summer Day Camp will begin in July and run for 5 one-week sessions. For more information contact Senior Tennis Professional [Ryan Wall](#).

Finally, our live, acoustic Poolside Sessions music series will return to the Adult Pool decks on Thursday nights beginning the first week of June! New this summer will be weekly Family Friday Night entertainment at the lower pools also starting in June. Be on the lookout for live music, food specials and other pop-up fun throughout the summer!

Please watch your inbox for further updates as we approach our summer season at Woodside!



Woodside | 2000 W. 47th Place, Westwood, KS 66205

[Unsubscribe {recipient's email}](#)

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**FIFTH AMENDMENT TO LAND AND BUILDING
SUBLEASE AGREEMENT**

DATE: JUNE 15, 2020

LANDLORD:

**CITY OF WESTWOOD, KANSAS
A MUNICIPAL CORPORATION OF THE STATE OF KANSAS**

TENANT:

**WOODSIDE RACQUET CLUB MANAGEMENT, INC.,
D/B/A WOODSIDE HEALTH AND TENNIS CLUB,
A KANSAS CORPORATION**

THIS FIFTH AMENDMENT TO LAND AND BUILDING SUBLEASE AGREEMENT (this "Amendment") is made and entered into as of this 15 day of June, 2020, by and among the City of Westwood, Kansas, a municipal corporation of the State of Kansas ("Landlord" or "City") and Woodside Racquet Club Management, Inc., a Kansas corporation ("WRCM" or "Sub-Tenant").

WITNESSETH:

WHEREAS, Landlord (as successor-in-interest to Westwood Foundation, Inc.) and Sub-Tenant entered into a Land and Building Sublease Agreement, dated December 6, 2010, as the same was amended pursuant to that certain First Amendment to Land and Building Sublease Agreement, dated January 12, 2012, as the same was further amended pursuant to that certain Second Amendment to Land and Building Sublease Agreement, dated May 14, 2013, as the same was further amended pursuant to that certain Third Amendment to Land and Building Sublease Agreement, dated February 13, 2014, as the same was amended pursuant to that certain Fourth Amendment to Land and Building Sublease Agreement, dated August 19, 2014, and as the same was assigned to, and assumed by, Landlord pursuant to that certain Assignment and Assumption of Lease and Sublease Rights and Obligations, dated February 13, 2014 (as amended and assigned, the "Sublease");

WHEREAS, pursuant to the terms of the Sublease, WRCM leases from Landlord Lots 1 and 2, Woodside Club Complex, a subdivision in the City of Westwood, Johnson County, Kansas (the "Property");

WHEREAS, Section 4.6 of the Sublease provides as follows, "Use of Property by Residents of the City of Westwood. The Property, improvements situated thereon and the Facility shall be operated for the benefit of (1) the residents of the City (the "Residents") with and only with respect to the swimming facilities and the outdoor tennis facilities which such residents are permitted to use under the terms of (i) a Declaration of Restrictions by the City dated June 21, 1976, and (ii) the membership agreements of the Members and (2) the Members with respect to the swimming, athletic training facilities, indoor and outdoor tennis, dining facilities, exercise facilities and all other facilities now or hereafter constituting part of the Property. Accordingly, during the term of this Sublease, all outdoor tennis facilities and swimming facilities shall be furnished to the City for the benefit of the Residents without charge by the Sub-Tenant, however City shall charge Residents an amount it deems appropriate and require Residents to register with the City;"

WHEREAS, as of the effective date of this Fifth Amendment a world pandemic has been declared due to the prevalence and spread of Covid-19;

WHEREAS, as of the effective date of this Fifth Amendment, the State of Kansas and the County of Johnson County have adopted recommendations relative to safety precautions to observe relative to preventing the further spread of Covid-19, however, none of these recommendations have the force of law;

WHEREAS, the Parties are entering into this Fifth Amendment for the purposes of adjusting their rights and obligations under the Sublease relative to the operation of swimming pool operations at the Property during the 2020 swim season;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, it is agreed as follows:

1. Children. The City shall forbear from enforcement of its right pursuant to Section 4.6 of the Sublease to have Children residents under the age of 16 to have access to the swimming facilities at Woodside during the 2020 swim season which is defined for purposes of this Amendment as that period of time during the calendar year 2020 that the outdoor pools at Woodside are open. The City may at its discretion withdraw such forbearance and require compliance of WRCM to allow all residents, including children below the age of 16 to have access to the swimming facilities. The City shall not withdraw such forbearance without prior consultation with WRCM. In the event that WRCM allows WRCM Member children under the age of 16 to have access to the swimming facilities, children of City residents shall similarly be allowed equal access to the swimming facilities.
2. Capacity and Reservations. Capacity at the swimming facilities shall be limited to ensure appropriate social distancing. To accommodate such limited capacity, reservations may be required prior to a City resident's visit to the swimming facilities. Reservations shall be equally available to WRCM Members and City residents. In the event that a City resident fails to show for a pool reservation or fails to timely cancel a pool reservation or any combination of the two on two or more occasions, such resident's pool pass for the 2020 swim season shall be revoked. Failure to timely cancel a pool reservation for purposes of this paragraph shall be deemed to be a cancellation with less than thirty (30) minutes notice. A failure to show for purposes of this paragraph shall mean a failure to physically check-in at the pool front desk within ten (10) minutes of the scheduled reservation. In the event of a revocation as provided for in this paragraph, City shall cause a refund of the resident pool fee as follows: June revocation – 2/3rds of fee returned, July revocation 1/3rd of fee returned, August or later revocation – fee will not be returned. In the alternative to the foregoing no show policy, City residents shall be permitted at the time that they sign up for a pool pass to be covered by WRCM's no show policy as applied to WRCM Members. In the event that capacity is no longer limited due to safety precautions associated with Covid-19, or to the extent that WRCM makes the swimming facilities available without reservation, the foregoing provisions within this paragraph 2 shall not apply and the swimming facilities shall be equally available to City residents and WRCM Members.
3. Pool Pass. The City will not administer issuance of resident pool passes for the 2020 swim season. WRCM shall administer the resident pool passes for the 2020 swim season. WRCM shall provide instructions to the City, which the City will then communicate to City residents for the issuance of pool passes. WRCM shall be permitted to require proof of City residency. In the event that WRCM denies a pool pass based upon a determination that an applicant is not a resident of the City, WRCM shall communicate the basis for such denial to the applicant and shall e-mail Abby Schneweis at abby.schneweis@westwoodks.org and/or such other City staff as may be designated by the City, providing an explanation of the basis for the denial. WRCM shall inform such applicant that they have a right to appeal WRCM's lack of residency determination to the City. In the event of such an appeal, the City's determination of residency shall be final and binding. To the extent that any issues other than residency preclude the issuance of a pool pass to a City resident, WRCM shall inform the City of the issue precluding issuance and the parties agree to work cooperatively to resolve the issue. WRCM shall

collect pool pass fees in accordance with Exhibit A attached hereto and remit such fees to the City. WRCM shall keep an accounting of resident pool pass fees received identifying the fees received by resident and shall make this accounting available to the City for review and inspection. WRCM shall require all City resident pool pass applicants to execute a liability waiver waiving all liability against both WRCM and the City, including a waiver of liability for Covid-19 transmission. Such waiver shall be in substantially the same form as attached hereto as Exhibit B.

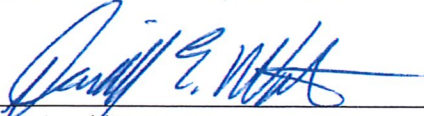
4. Pool Use Rules and Regulations. WRCM shall be permitted to adopt such reasonable rules and regulations which shall be binding upon City resident pool pass holders. Such rules and regulations shall include safeguards intended to preclude the transmission of Covid-19. Such rules and regulations shall be equally applicable to WRCM Members. In the event that a City resident pool pass holder knowingly and repeatedly violates such rules and regulations, WRCM shall be permitted to immediately revoke the issued pool pass. WRCM shall communicate any such revocation to the City by e-mail to Abby Schneweis at abby.schneweis@westwoodks.org and/or such other City staff as may be designated by the City, providing an explanation for such revocation. Such revocation may be appealed by the resident to the City. WRCM shall notify resident of their right to appeal such revocation to the City. City shall uphold such pass holder's pool pass revocation unless the pass holder provides clear and convincing evidence that the alleged knowing and repeated rule and regulation violations did not occur. In the event of such an appeal, the City's determination shall be final and binding.
5. All Other Terms Remain Unchanged and Applicable. All other terms and provisions in the Sublease shall remain in full force and effect and the parties hereto acknowledge and reaffirm the applicability and enforceability thereof.
6. Counterparts and Execution. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument. Each party may rely upon e-mail counterparts of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party. Execution and notarization of this Amendment may be conducted remotely in accordance with Kansas Governor's Executive Order 20-20 or similar pronouncement or enactment for the State within which the signatory party signs the Amendment.

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first set forth above.

[Remainder of Page Intentionally Blank]

LANDLORD:

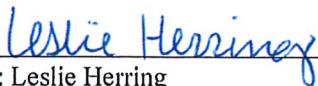
CITY OF WESTWOOD, KANSAS

By: 


Name: David E. Waters

Title: Mayor

ATTEST:

By: 
Name: Leslie Herring
Title: City Clerk

Approved as to form:

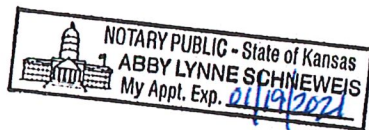
By: 
Name: Ryan B. Denk
Title: City Attorney

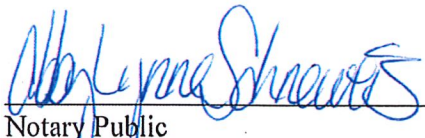
ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 15th day of June, 2020, before me, the undersigned, a notary public in and for said county and state, appeared David Waters, Mayor of the City of Westwood, Kansas, known to me to be the person who executed the within Fifth Amendment to Land and Building Sublease Agreement on behalf of the City of Westwood, Kansas and acknowledge to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have unto subscribed my name and affixed my official seal the day and year last written.




Notary Public

My commission expires: January 19, 2021

SUB-TENANT:

WOODSIDE RACQUEST CLUB
MANAGEMENT, INC.

By: BCT
Name: Blair C. Tanner
Title: President

ACKNOWLEDGEMENT

STATE OF KS)
) ss:
COUNTY OF Johnson)

On this 17 day of June, 2020, before me, the undersigned, a notary public in and for said county and state, appeared Blair C. Tanner, President of Woodside Racquet Club Management, Inc., known to me to be the person who executed the within Fifth Amendment to Land and Building Sublease Agreement on behalf of Woodside Racquet Club Management, Inc. and acknowledge to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have unto subscribed my name and affixed my official seal the day and year last written.

JPM
Notary Public

My commission expires:

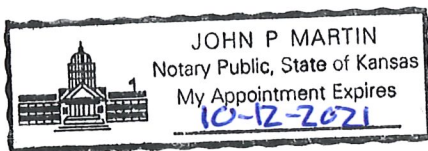


EXHIBIT A

Full Season Rate

- Individual Membership @ \$40.00
- Family Membership (up to 4 members, maximum of 2 adults 21 years or older) @ \$85.00
- Additional family members after 4 family members \$5.00 per person

Half Season Rate – one week after July 13th

- Individual Membership @\$25.00
- Family Membership (up to 4 members, maximum of 2 adults 21 years or older) @ \$45.00
- Additional family members after 4 family members \$5.00 per person

EXHIBIT B

[Attach Woodside Waiver]



WOODSIDE RELEASE OF LIABILITY & INDEMNITY AGREEMENT

I, the undersigned, acknowledge the inherent risks involved when using any type of fitness equipment, pools, other facilities or participating in any activity at Woodside, and in all other sports and training sessions relating therein. Accordingly, as consideration in exchange for being allowed to participate in any sporting activities and/or activities at Woodside, I agree to the following:

1. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, the rules of play, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I recognize and agree that the reaction of my cardiovascular system to exercise activities cannot be predicted with complete accuracy. I also understand and agree that during or following periods of exercise, it is possible for any individual to develop abnormalities of blood pressure, heart rate, ineffective heart functions, or in rare instances, heart attack or cardiac arrest. I expressly assume all risks of injury, including death, which may occur in connection with my participation in activities at Woodside.
2. I agree to assume all the foregoing risks and accept full responsibility for my own damages following such injury, permanent disability, or death.
3. I release, waive, discharge, and agree not to sue WOODSIDE RACQUET CLUB MANAGEMENT, INC. D/B/A/ WOODSIDE and/or any subsidiaries and all its respective agents, affiliates, associates, officers, directors, owners and employees (collectively "Releasees") from demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be caused in whole or in part by Releasees or any other party's actions, inactions, or otherwise. I also agree to indemnify Releasees from any and all third-party claims caused in whole or in part by my actions.
4. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as Woodside may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
5. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the state of Kansas. Any provision or portion of this Waiver, Release, and Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.
6. As a parent and natural guardian or legal guardian, I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed on the membership; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that Woodside relies to its detriment on this representation. In consideration of my child or ward being permitted by Woodside to participate in its programs or activities, I further agree to indemnify and hold harmless Woodside from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.
7. Subject to applicable laws, I agree that Woodside, including its agents and affiliates, may contact me through any means (including an automated messaging system) at any mailing address, phone number (including any mobile or cellular phone number) or email address set forth in the membership agreement or subsequently provided by member to Woodside.
8. I grant Woodside the right, without reservation or limitation, to photograph, videotape, and/or record me and/ or my child(ren) while on Woodside premises and to use my or my child(ren)'s name, face, likeness, voice and appearance in connection with any marketing, publicity, advertising and promotional materials for Woodside.

I have read the above Waiver, Release, and Indemnity Agreement and understand that by signing below, I have given up substantial rights freely, knowingly and voluntarily.

@FullName@

Printed Name of Primary Member

Signature of Primary Member

@Signature1@

Date @EWaiverSignDate@



Chief Administrative Officer/City Clerk Report

April 2021

To: Mayor and City Council

From: Leslie Herring, Chief Administrative Officer/City Clerk

Date: April 8, 2021

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

Current Priorities

4th Quarter 2020 through 1st Quarter 2021

- ✓ *Adopt 2018 building codes*
- ✓ *Create a financial/purchasing policy*
 - **On tonight's agenda**
- *Finalize the update to the employee handbook/personnel policy*
 - **Staff is aiming to have this item ready for review and consideration by the Administration & Compensation Committee and City Council in May**
- *Conduct the annual review of the Comprehensive Plan and consider adopting the drafted Strategic Plan*
 - **Comprehensive Plan currently being worked by the Planning Commission**
 - **The City Council is scheduled to hold a strategic planning worksession on April 21st where the 2016 draft Strategic Plan will be reviewed and disposition considered**
- *Create a manual for City Council roles, expectations, processes, and procedures*
 - **This work will be performed in conjunction with the City Council's strategic planning work**
- *Create a business inventory of contacts, expressed desires and needs, and opportunities for development*
 - **I was not able to make any business calls this past month but expect April to be beautiful so will plan to make a number of visits**

American Rescue Plan

The League of Kansas Municipalities, National League of Cities, BakerTilly, and various other city resources have been providing information and educational webinars on the American Rescue Plan. The City anticipates receiving 50% of our total federal allocation by direct deposit from

the State of Kansas by June 2021 and then the remaining 50% by June 2022, with current guidance that funds must be spent before December 31, 2024. Federal guidance is anticipated to provide detail about eligible uses for this funding source but the funds are intended to be used as much for recovery from the COVID-19 pandemic as stimulus for the economy as the pandemic lightens. Unlike the CARES Act funding received and expended by the City in 2020, the ARP funds will not be reimbursements but will be a direct aid that the City must report its use of back to the federal government. City staff anticipates in depth conversations about how this funding could best be used to occur during FY 2022 budget planning, anticipated to occur in May – July of this year.

Building Services

The following is a snapshot of select building permits of note issued in January:

Residential

New construction – None

Additions – None

Alterations –

- 2919 W. 50th Street – Garage addition and new driveway

Demolition –

- 2902 W. 50th Terrace – Demolish existing home, garage, and driveway

Commercial –

New construction – None

Additions – None

Alterations – None

Demolition –

- 4935 Belinder Avenue – Demolish former Entercom radio station

COUNCIL ACTION FORM

Meeting Date: April 8, 2021

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

Agenda Item: Consider Adopting Ordinance No. 1019 Amending Section 6-105 of the Westwood Municipal Code Establishing the Term of Office and Swearing-in of Members of the City's Governing Body

Background / Description of Item

In 2014 the Kansas Legislature passed HB 2104, which required that municipal elections be moved from the spring, or April, election cycle to a November of odd-years election cycle.

This action by the legislature required that all municipalities in Kansas implement various changes to existing city code provisions, amending the process for the election of local municipal officials so they are brought into compliance with the (then known) provisions of HB 2104.

With the 2014 shift to the November election cycle for municipal elections by the state of Kansas, the delineated commencement of terms for those newly elected to office was governed by K.S.A. 25-313 and K.S.A. 25-2120, which established that the regular term of office for newly elected officers shall begin on the second Monday in January after the election cycle.

Senate Bill 105 was enacted by the Kansas Legislature and became effective on July 1, 2019 wherein the Legislature amended K.S.A. 25-313 and K.S.A. 25-2120 to provide for the commencement of the term of office of city officers on a date established by a resolution of the City. The date is required to be on or after December 1st following the certification of the election and no later than the second Monday in January following the certification of the election, and further providing that if a city does not establish an alternative date for elected officials taking office, the term shall begin on the second Monday in January.

In November 2019, the City Council approved Resolution No. 77-2019 establishing that the term of office for the members of the Governing Body shall commence upon their swearing-in, which shall occur at the City's December City Council meeting following the certification of an election. Although the City passed a resolution modifying the commencement of terms, we have not until now updated our City Code to reflect this change. Ordinance No. 1019 would amend achieve this modification.

Suggested Motion

I move the City Council adopt Ordinance No. 1019 amending Westwood Municipal Code 6-105 establishing the term of office and swearing-in of members of the City's Governing Body pursuant to K.S.A. 25-313 and K.S.A. 25-2120.

ORDINANCE NO. 1019

AN ORDINANCE AMENDING WMC 6-105 ESTABLISHING THE TERM OF OFFICE AND SWEARING-IN OF MEMBERS OF THE CITY'S GOVERNING BODY PURSUANT TO K.S.A. 25-313 AND K.S.A. 25-2120.

WHEREAS, Senate Bill 105 was enacted by the Kansas Legislature and became effective on July 1, 2019 wherein the Legislature amended K.S.A. 25-313 and K.S.A. 25-2120 to provide for the commencement of the term of office of city officers on a date established by a resolution of the city, which date is required to be on or after December 1st following the certification of the election and no later than the second Monday in January following the certification of the election, and further providing that if a city does not establish an alternative date for elected officials taking office, the term shall begin on the second Monday in January;

WHEREAS, pursuant to the authority granted to the City to establish commencement of terms of office for members of the Governing Body, including elected City Councilmembers and the Mayor, pursuant to Senate Bill 105, the City adopted Resolution 77-2019.

WHEREAS, the City deems it appropriate to amend WMC 6-105 to clarify the language of this section of the City Code for consistency with Resolution 77-2019.

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

SECTION 1: Section 6-105 of the City Code shall be amended to provide as follows:

6-105. COMMENCE OF TERMS OF OFFICE; OATH OF OFFICE:

(a) The term of office for all elected members of the Governing Body, including all members of the City Council and the Mayor, shall commence upon their swearing-in, which shall occur at the City's December City Council meeting following the certification of the election.

(b) Every person elected or appointed to city office, before entering upon the duties of such office, shall take and subscribe an oath or affirmation as specified in K.S.A. 54-106, and amendments thereto, and every such oath or affirmation shall be filed with the city clerk.

SECTION 2: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION 3: This Ordinance shall take effect upon its adoption by the City Council and its execution by the Mayor.

PASSED by the Governing body this 8th day of April, 2021.

David E. Waters, Mayor

Attest:

Leslie Herring, City Clerk

Approved as to form and legality:

Ryan Denk, City Attorney

COUNCIL ACTION FORM

Meeting Date: April 8, 2021

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

Agenda Item: Consider site plan approval to build a public school (a new Westwood View Elementary School) on property zoned R-1 (D) at 4935 Belinder Avenue.

Background / Description of Item

The applicant is requesting approval of a site plan to build an elementary school on property it owns at 4935 Belinder Avenue. This elementary school, if approved, would replace the existing Westwood View Elementary School currently located adjacent to the subject property, at 2511 W. 50th Street. Pursuant to Section 4.3.1 of the Westwood Zoning Ordinance, a public school is a use permitted by right in the current zoning district. As such, this application is subject to the conditions and criteria for site plan approval provided in Section 1.6.20-22 of the Westwood Zoning Ordinance relating to non-residential developments within an R-1 zoning district. The land use requested for the site – a civic use, which includes schools per Section 4.2.3(A) – is subject to review by the Planning Commission and approval by the Governing Body, pursuant to Section 4.2.3(D) of the Westwood Zoning Ordinance.

The Planning Commission has heard from the applicant on three occasions leading up to today's meeting. On February 1, 2021, the Shawnee Mission School District's Superintendent's Office addressed the Planning Commission to introduce this project and to share the project development and engagement process leading up to site plan review. Following that meeting, the School District, through its agent, addressed the Planning Commission on March 1, 2021 to review the site plan submittal including technical studies performed pursuant to staff direction. At that time, the Planning Commission Chair also presented a report of the work of a subcommittee that had met with the applicant on several occasions leading up to the March 1st public meeting.

On April 5, 2021, the Planning Commission reviewed a revised site plan submittal and, at that meeting, recommended to the City Council approval of the site plan with the condition that a warrant analysis be performed at the intersection of W. 49th Terrace and Belinder Ave. by the School District during the first fall semester the new school is open. The Planning Commission further recommended to the City Council to do the following should the site plan be approved:

- Make any public improvements warranted/recommended by the warrant analysis;
- Install a crosswalk at the intersection of W. 49th Terrace and Belinder Ave.; and
- Extend public sidewalks on the north side of 50th Street from the school property to Booth Street and on the east side of Belinder Ave from the school property to 49th Terrace.

For more complete background related to the Planning Commission's review of this site plan, please reference the publicly available March 1, 2021 and April 5, 2021 Planning Commission meeting packets.

Staff Recommendation

Aside from the height, material, and placement of the fencing shown on the site plan, staff concludes that this site plan meets the zoning regulations and the City's building code requirements. The fence will require a variance from the City Council, which will be considered commensurate with the site plan, by way of a separate agenda item and staff report.

Further, staff recommends that the public improvements identified by the Planning Commission be incorporated into the City's Capital Improvement Plan (CIP) should the City Council approve the applicant's site plan. City staff will create a project for these improvements and would also include additional items and costs, including but not limited to ADA ramps, new markings, and new signage, where needed to accommodate the site as a school.

Recommended Motion

I move to approve to the submitted site plan for a new Westwood View Elementary School on property zoned R-1 (D) at 4935 Belinder Avenue with the condition that a warrant analysis be performed at the intersection of W. 49th Terrace and Belinder Ave. by the School District during the first fall semester the new school is open.

Site Plan Application



City of Westwood
4700 Rainbow Blvd
Westwood, Kansas 66205
913-362-1550 – Fax 913-362-3308
www.westwoodks.org

Requested Site Plan For: Westwood View Elementary School

General Location / Address of Subject Property: W. 50th Street & Belinder Avenue, Westwood, KS 66205

Legal Description: See attached page.

Current Land Use: R-1, Radio Station

Property Owner's Name(s): Tyler Clubb, SMSD Phone: 913.933.8507

Company: Shawnee Mission School District, USD No.512

Fax: _____

Mailing Address: 8200 W. 71st Street, Shawnee Mission, KS 66204

E-mail Address: TylerClubb@smsd.org

Applicant / Agent's Name: Justin Durham

Company: Hollis and Miller Architects

Fax: _____

Mailing Address: 1828 Walnut Street, Suite 922 Kansas City, MO 64108

E-mail Address: jdurham@HollisandMiller.com

Engineer / Architect's Name: Brian Hill

Company: MKEC Engineering, Inc.

Fax: _____

Mailing Address: 11827 W. 112th St., Ste. 200, Overland Park, KS 66210

E-mail Address: bhill@mkec.com

Signature of Owner or Agent:  **Date:** 1/27/2021

~~Note: if not signed by owner, Authorization of Agent must accompany application~~

Legal Description

A parcel of land in the southeast quarter of the northeast quarter of section 3, township 12 south, range 25 east of the sixth principal meridian, in the city of Westwood, Johnson County, Kansas, described as follows: beginning at a point 172 feet north of the southwest corner of said southeast quarter of the northeast quarter of said section 3; running thence north 492.2 feet; thence east 575 feet; thence south 492.2 feet; thence west 575 feet to the place of beginning, subject to that part in road.



WESTWOOD VIEW ELEMENTARY SCHOOL

SHAWNEE MISSION SCHOOL DISTRICT, USD 512

W 50th St & Belinder Ave
Westwood, KS 66205

SITE PLAN SUBMITTAL

INDEX OF DRAWINGS

DESIGN TEAM

GENERAL	G000	COVER SHEET
	G002	EXISTING NEIGHBORHOOD SIGNAGE
CIVIL	C100	EXISTING CONDITIONS PLAN
	C101	DEMOLITION PLAN
	C102	SITE PLAN
	C103	UTILITY PLAN
	C104	GRADING PLAN
	C105	EROSION CONTROL PLAN
	C106	PARKING LOT CIRCULATION OPTIONS
LANDSCAPE	L100	LANDSCAPE PLAN
ARCHITECTURAL SITE	AS101	ARCHITECTURAL SITE PLAN - OVERALL
ARCHITECTURE	A101	FLOOR PLAN - OVERALL - LEVEL 1
	A102	FLOOR PLAN - OVERALL - LEVEL 2
	A201	EXTERIOR ELEVATIONS - OVERALL
	A202	EXTERIOR ELEVATIONS - ENLARGED
	A301	BUILDING SECTIONS
ELECTRICAL	E100	SITE LIGHTING PHOTOMETRICS
	E101	SITE ELECTRICAL PLAN

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FAX: 816.599.2545

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CONTACT: Ben Vanderau
PHONE: 913.312.9535

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CONTACT: Brian Hill
PHONE: 913.317.9390

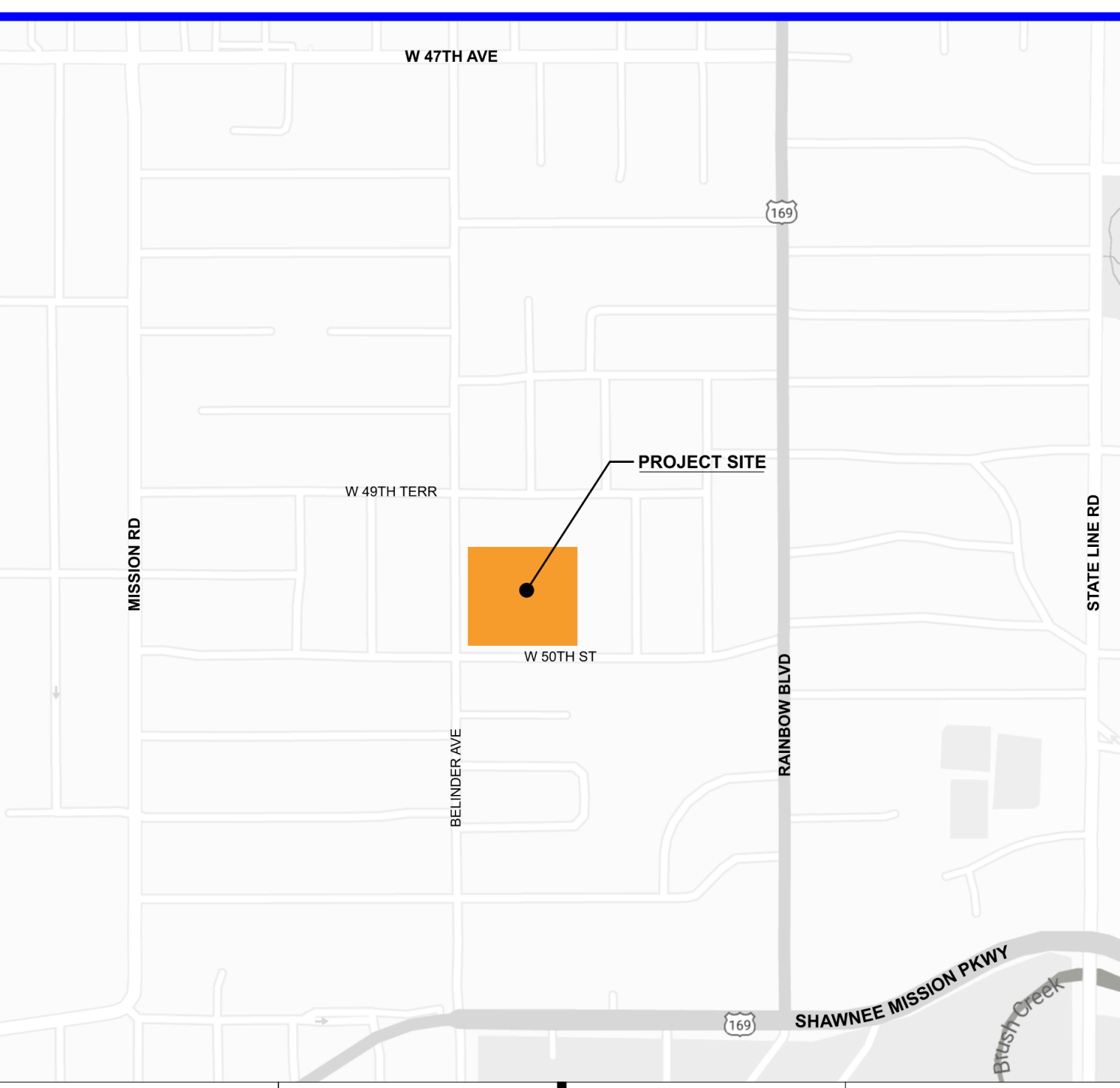
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MECH/ELECT ENGINEER:
RTM Engineering Consultants
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CONTACT: Keith Hammerschmidt
PHONE: 913.322.1400

GEOTECHNICAL ENGINEER:
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8271 Melrose Drive
Lenexa, KS 66214
CONTACT: Dylan Kruger
PHONE: 913.498.1114
FAX: 913.498.1116

FOOD SERVICE CONSULTANT:
Santee / Becker Associates, LLC
6700 Squibb Road, Ste 101
Mission, KS 66202-3251
CONTACT: John Kennedy
PHONE: 913.362.1800
FAX: 913.362.2609

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Structure # E-1334

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Westwood View Elementary School
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W 50th Street & Belinder Avenue
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SITE PLAN SUBMITTAL

REVISIONS:

#	Description	Date
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DATE: 02.22.2021

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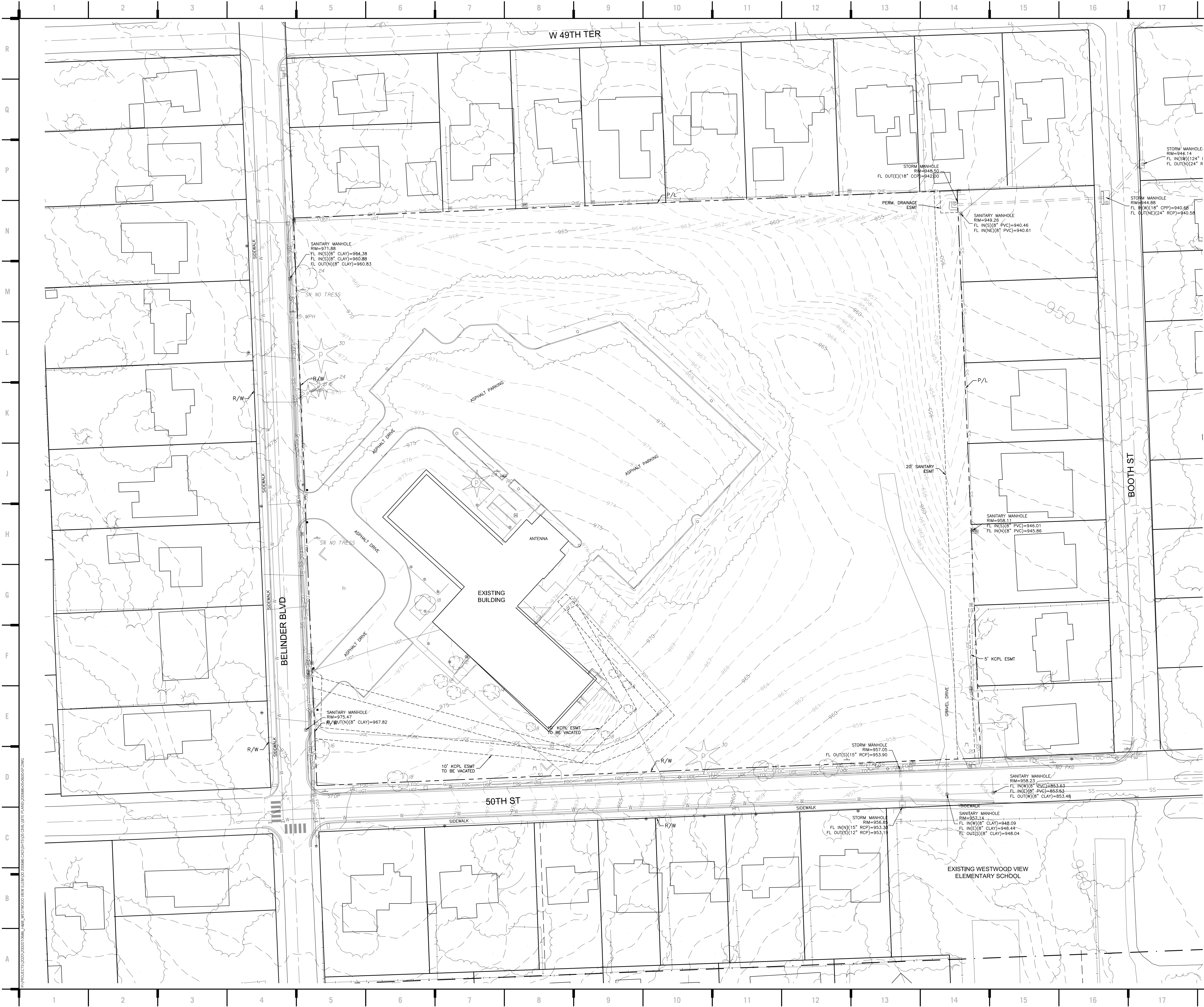
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Architecture # 0000181
Structural # 200001333

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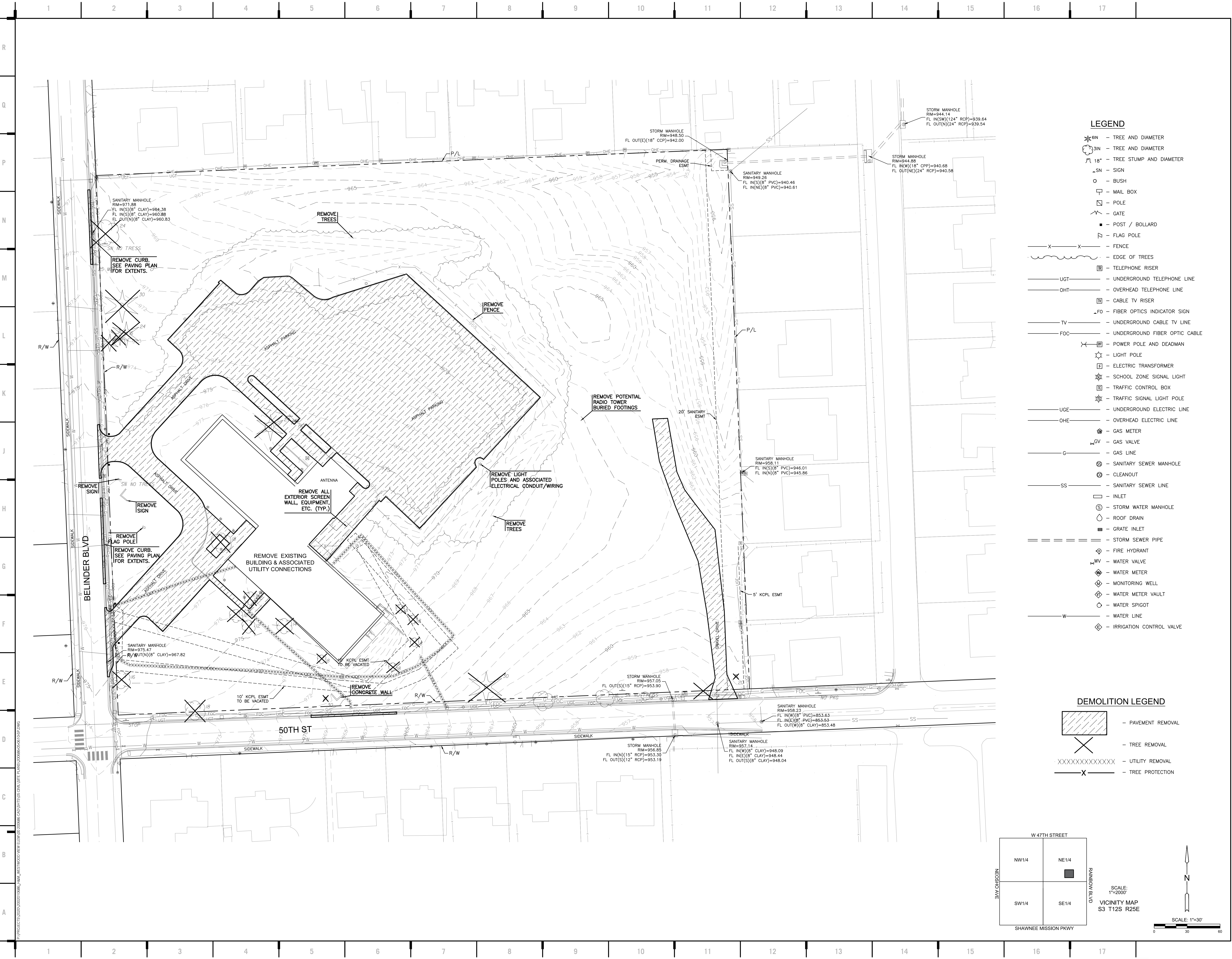
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C100

EXISTING CONDITIONS PLAN

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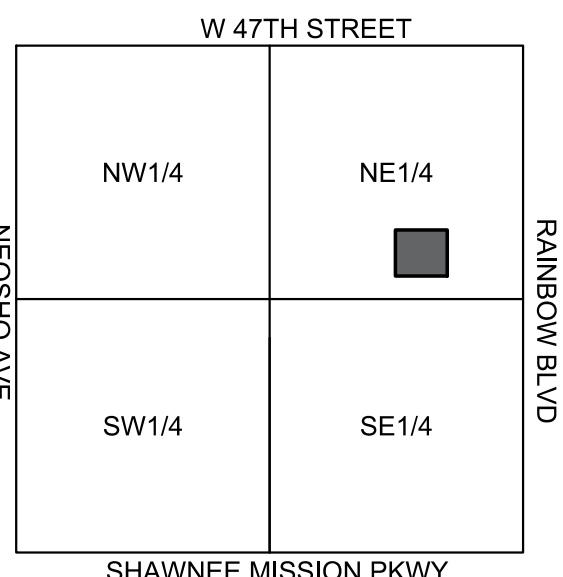


LEGEND

- ✱ 6IN - TREE AND DIAMETER
- ✱ 3IN - TREE AND DIAMETER
- ✱ 18" - TREE STUMP AND DIAMETER
- SN - SIGN
- - BUSH
- - MAIL BOX
- - POLE
- GATE
- - POST / BOLLARD
- FLAG POLE
- X — X — FENCE
- EDGE OF TREES
- TELEPHONE RISER
- UGT — UNDERGROUND TELEPHONE LINE
- OHT — OVERHEAD TELEPHONE LINE
- CABLE TV RISER
- FO — FIBER OPTICS INDICATOR SIGN
- TV — UNDERGROUND CABLE TV LINE
- FOC — UNDERGROUND FIBER OPTIC CABLE
- POWER POLE AND DEADMAN
- ✱ - LIGHT POLE
- ✱ - ELECTRIC TRANSFORMER
- ✱ - SCHOOL ZONE SIGNAL LIGHT
- ✱ - TRAFFIC CONTROL BOX
- ✱ - TRAFFIC SIGNAL LIGHT POLE
- UGE — UNDERGROUND ELECTRIC LINE
- OHE — OVERHEAD ELECTRIC LINE
- GAS METER
- GAS VALVE
- GAS LINE
- SANITARY SEWER MANHOLE
- CLEANOUT
- SS — SANITARY SEWER LINE
- INLET
- STORM WATER MANHOLE
- ROOF DRAIN
- GRATE INLET
- STORM SEWER PIPE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- MONITORING WELL
- WATER METER VAULT
- WATER SPIGOT
- WATER LINE
- IRRIGATION CONTROL VALVE

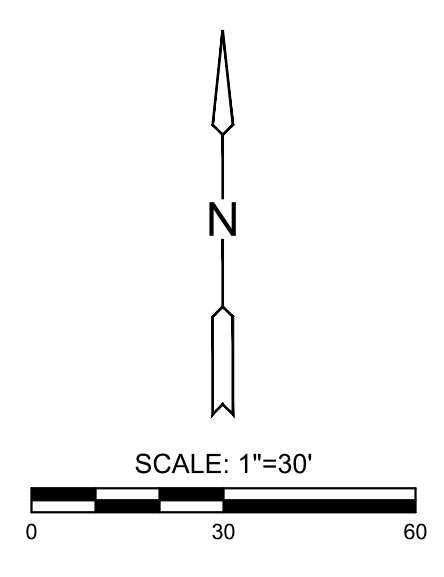
DEMOLITION LEGEND

- PAVEMENT REMOVAL
- TREE REMOVAL
- XXXXXXXXXXXX - UTILITY REMOVAL
- TREE PROTECTION



SCALE:
1"=200'

VICINITY MAP
S3 T12S R25E



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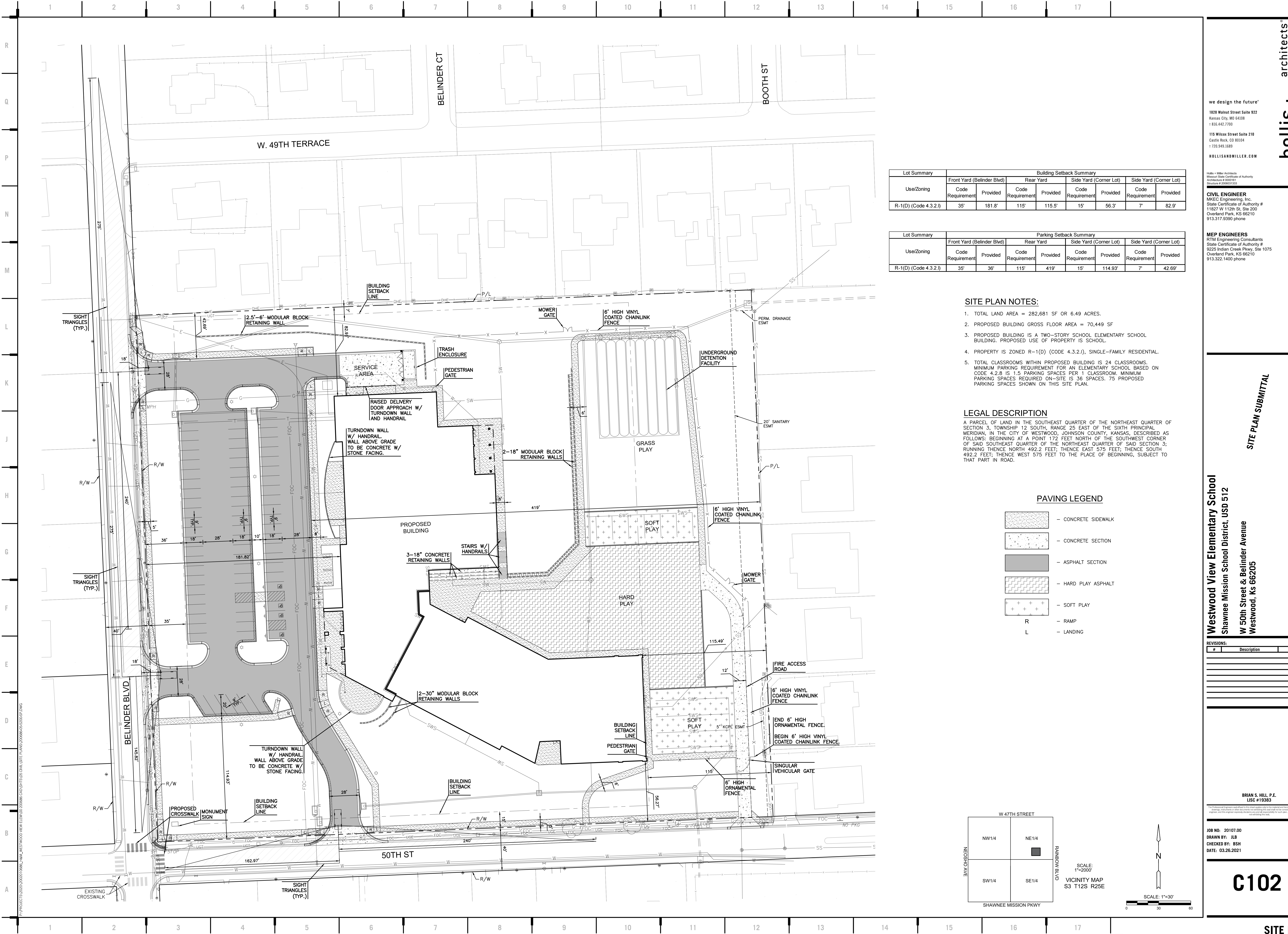
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LISC #19383

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C101

DEMOLITION PLAN



Lot Summary	Building Setback Summary							
	Front Yard (Belinder Blvd)		Rear Yard		Side Yard (Corner Lot)		Side Yard (Corner Lot)	
Use/Zoning	Code Requirement	Provided	Code Requirement	Provided	Code Requirement	Provided	Code Requirement	Provided
R-1(D) (Code 4.3.2.I)	35'	181.8'	115'	115.5'	15'	56.3'	7'	82.9'

Lot Summary	Parking Setback Summary							
	Front Yard (Belinder Blvd)		Rear Yard		Side Yard (Corner Lot)		Side Yard (Corner Lot)	
Use/Zoning	Code Requirement	Provided	Code Requirement	Provided	Code Requirement	Provided	Code Requirement	Provided
R-1(D) (Code 4.3.2.I)	35'	38'	115'	419'	15'	114.93'	7'	42.69'

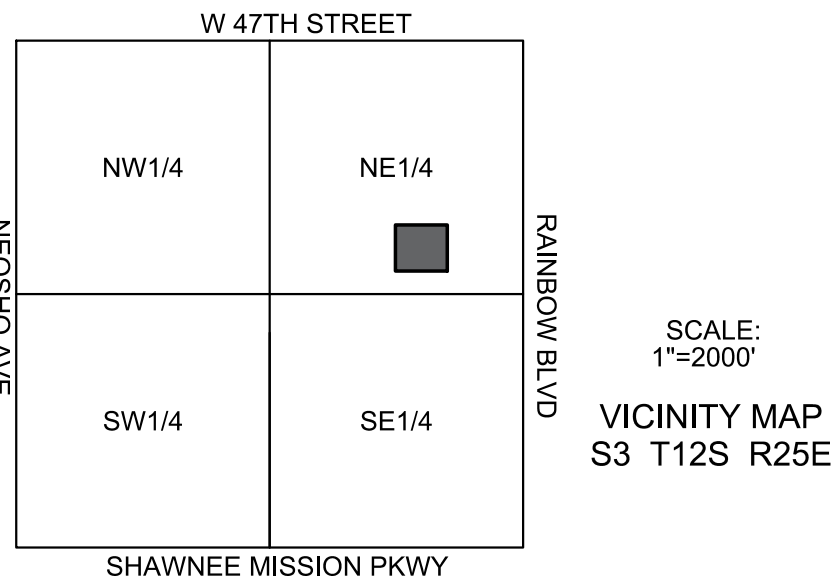
- SITE PLAN NOTES:**
- TOTAL LAND AREA = 282,681 SF OR 6.49 ACRES.
 - PROPOSED BUILDING GROSS FLOOR AREA = 70,449 SF
 - PROPOSED BUILDING IS A TWO-STORY SCHOOL ELEMENTARY SCHOOL BUILDING. PROPOSED USE OF PROPERTY IS SCHOOL.
 - PROPERTY IS ZONED R-1(D) (CODE 4.3.2.I), SINGLE-FAMILY RESIDENTIAL.
 - TOTAL CLASSROOMS WITHIN PROPOSED BUILDING IS 24 CLASSROOMS. MINIMUM PARKING REQUIREMENT FOR AN ELEMENTARY SCHOOL, BASED ON CODE 4.2.8 IS 1.5 PARKING SPACES PER 1 CLASSROOM. MINIMUM PARKING SPACES REQUIRED ON-SITE IS 36 SPACES. 75 PROPOSED PARKING SPACES SHOWN ON THIS SITE PLAN.

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 172 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3; RUNNING THENCE NORTH 492.2 FEET; THENCE EAST 575 FEET; THENCE SOUTH 492.2 FEET; THENCE WEST 575 FEET TO THE PLACE OF BEGINNING, SUBJECT TO THAT PART IN ROAD.

PAVING LEGEND

- CONCRETE SIDEWALK
- CONCRETE SECTION
- ASPHALT SECTION
- HARD PLAY ASPHALT
- SOFT PLAY
- RAMP
- LANDING



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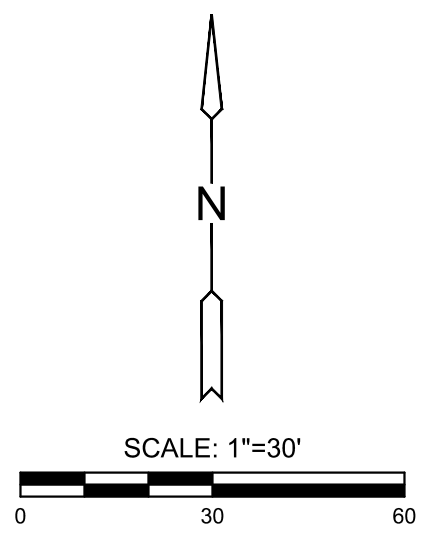
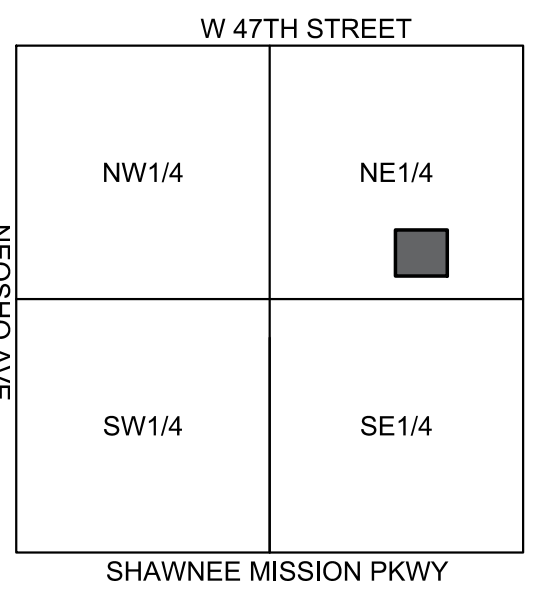
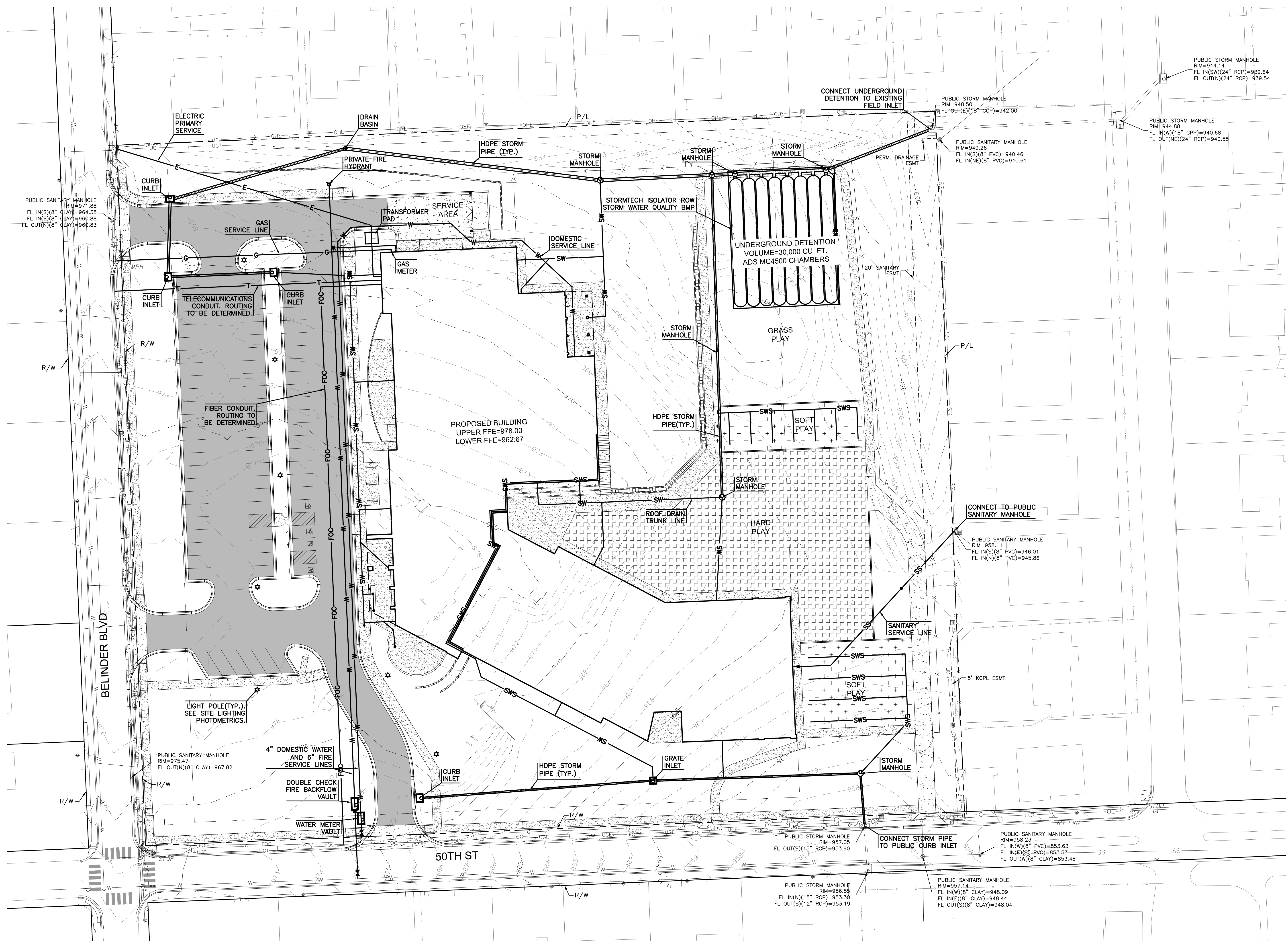
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Shawnee Mission School District, USD 512
W 50th Street & Belinder Avenue
Westwood, KS 66205

BRIAN S. HILL, P.E.
LISC #19383

JOB NO: 20107.00
DRAWN BY: JLB
CHECKED BY: BSH
DATE: 03.26.2021

C102

SITE PLAN



Westwood View Elementary School
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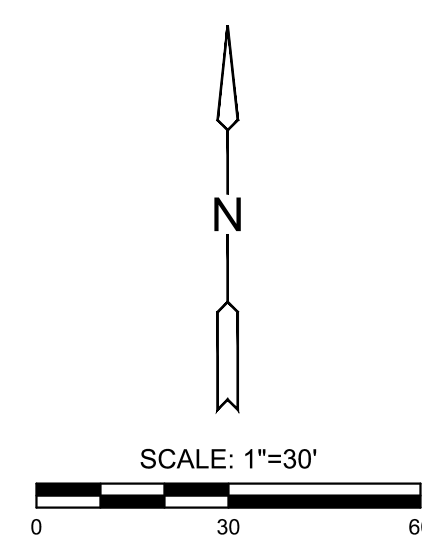
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Structure # 2009031333

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SITE PLAN SUBMITTAL



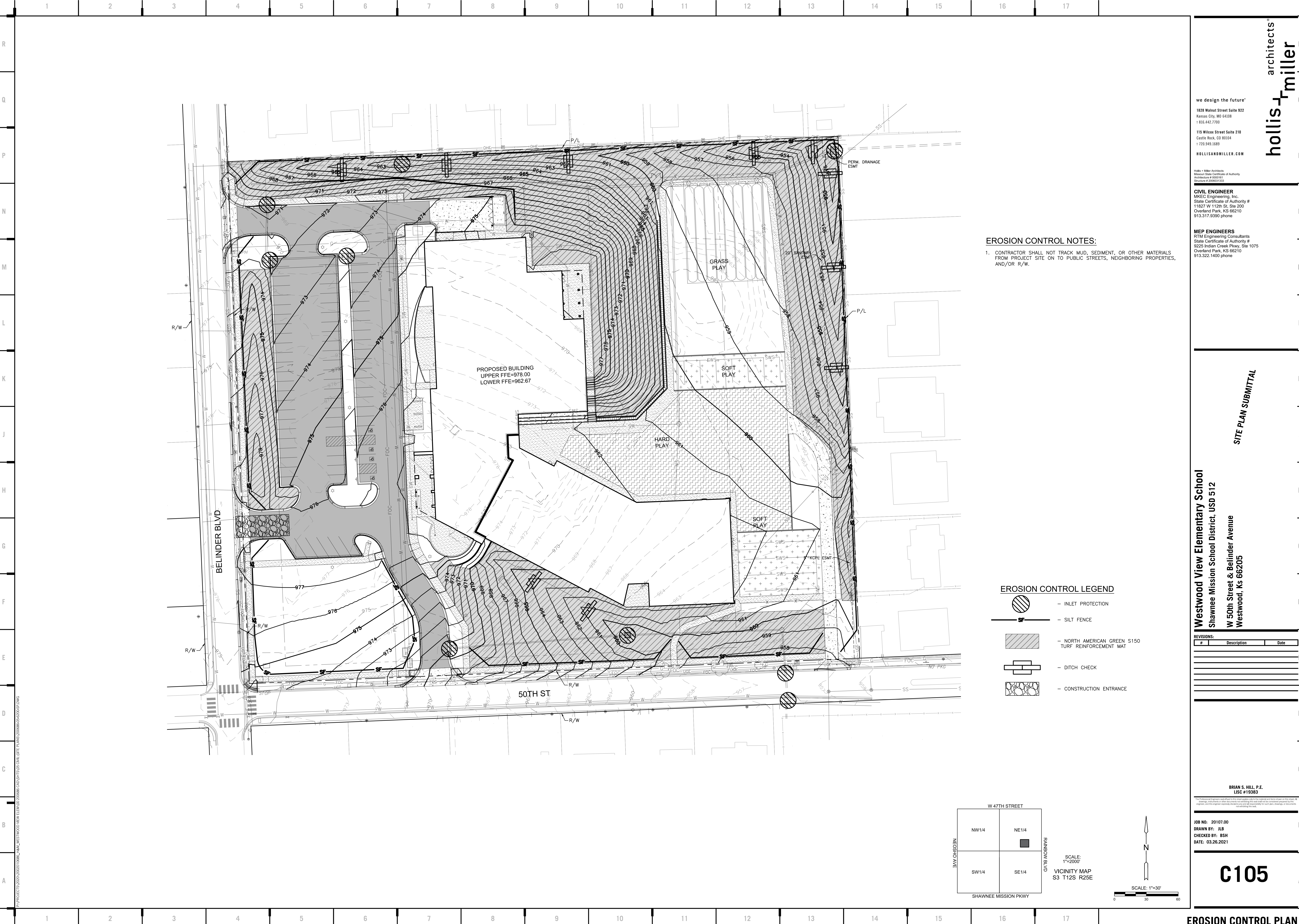
GRADING PLAN

MEP ENGINEERS
RTM Engineering Consultants
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SITE PLAN SUBMITTAL

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3

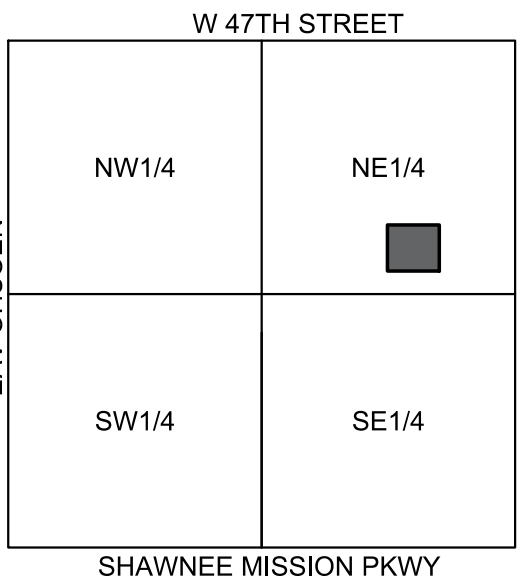


EROSION CONTROL NOTES:

1. CONTRACTOR SHALL NOT TRACK MUD, SEDIMENT, OR OTHER MATERIALS FROM PROJECT SITE ON TO PUBLIC STREETS, NEIGHBORING PROPERTIES, AND/OR R/W.

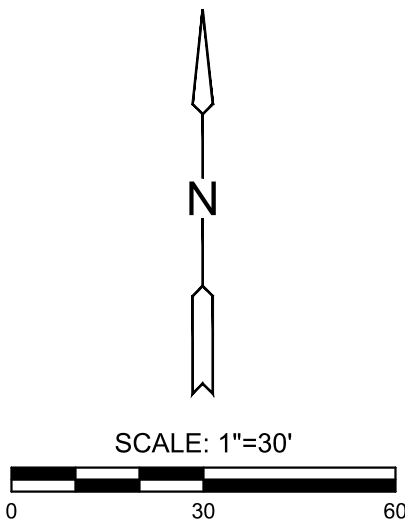
EROSION CONTROL LEGEND

- INLET PROTECTION
- SILT FENCE
- NORTH AMERICAN GREEN S150 TURF REINFORCEMENT MAT
- DITCH CHECK
- CONSTRUCTION ENTRANCE



SCALE:
1"=2000'

VICINITY MAP
S3 T12S R25E



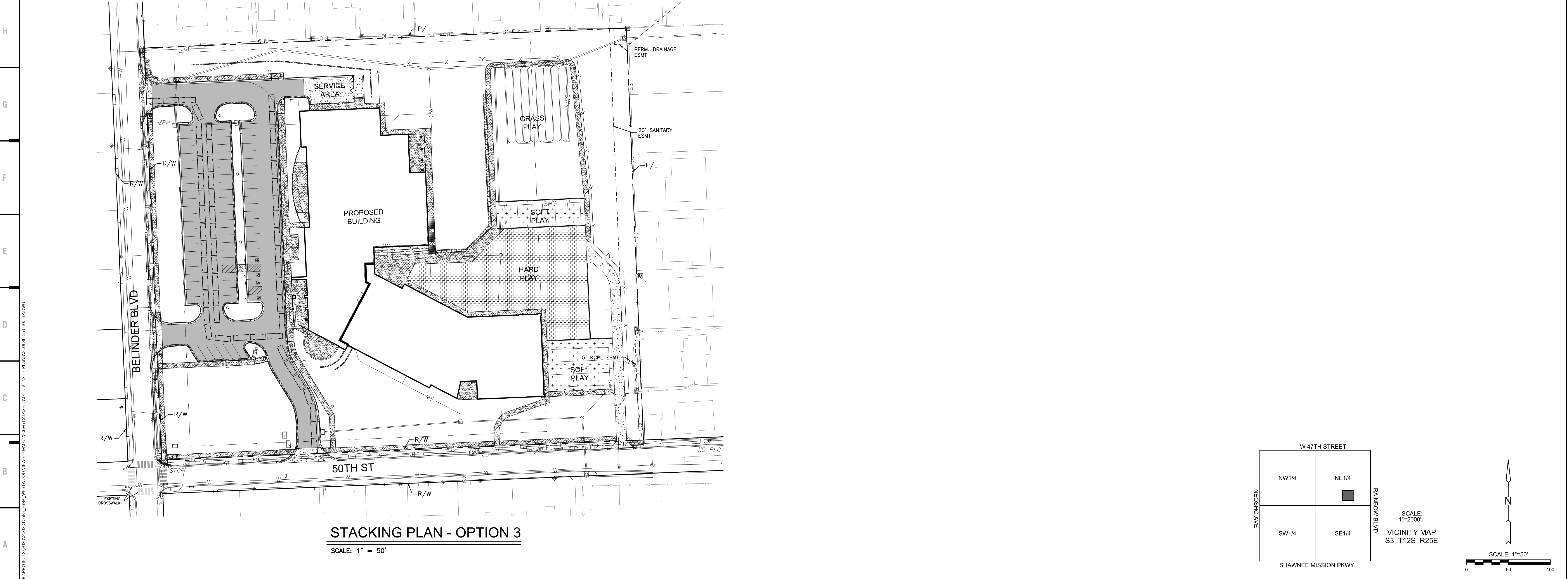
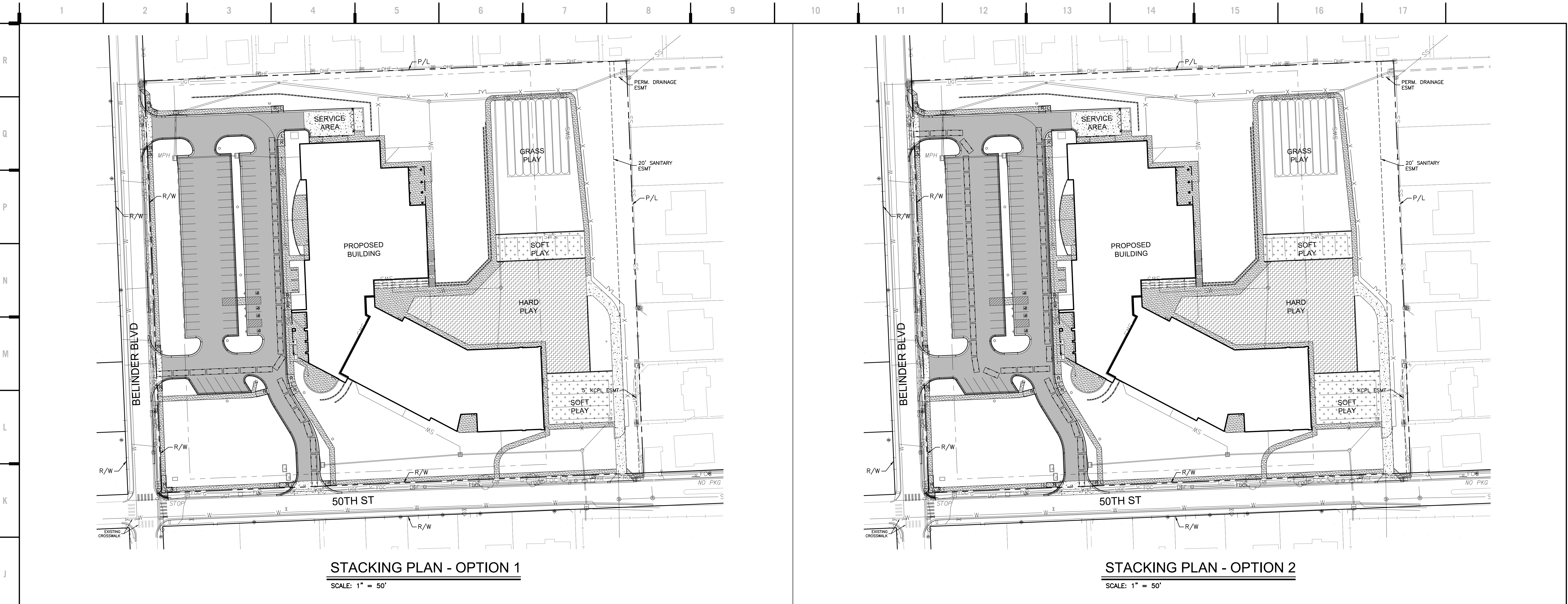
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C105



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Shawnee Mission School District, USD 512

W 50th Street & Belinder Avenue

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LISC #19383

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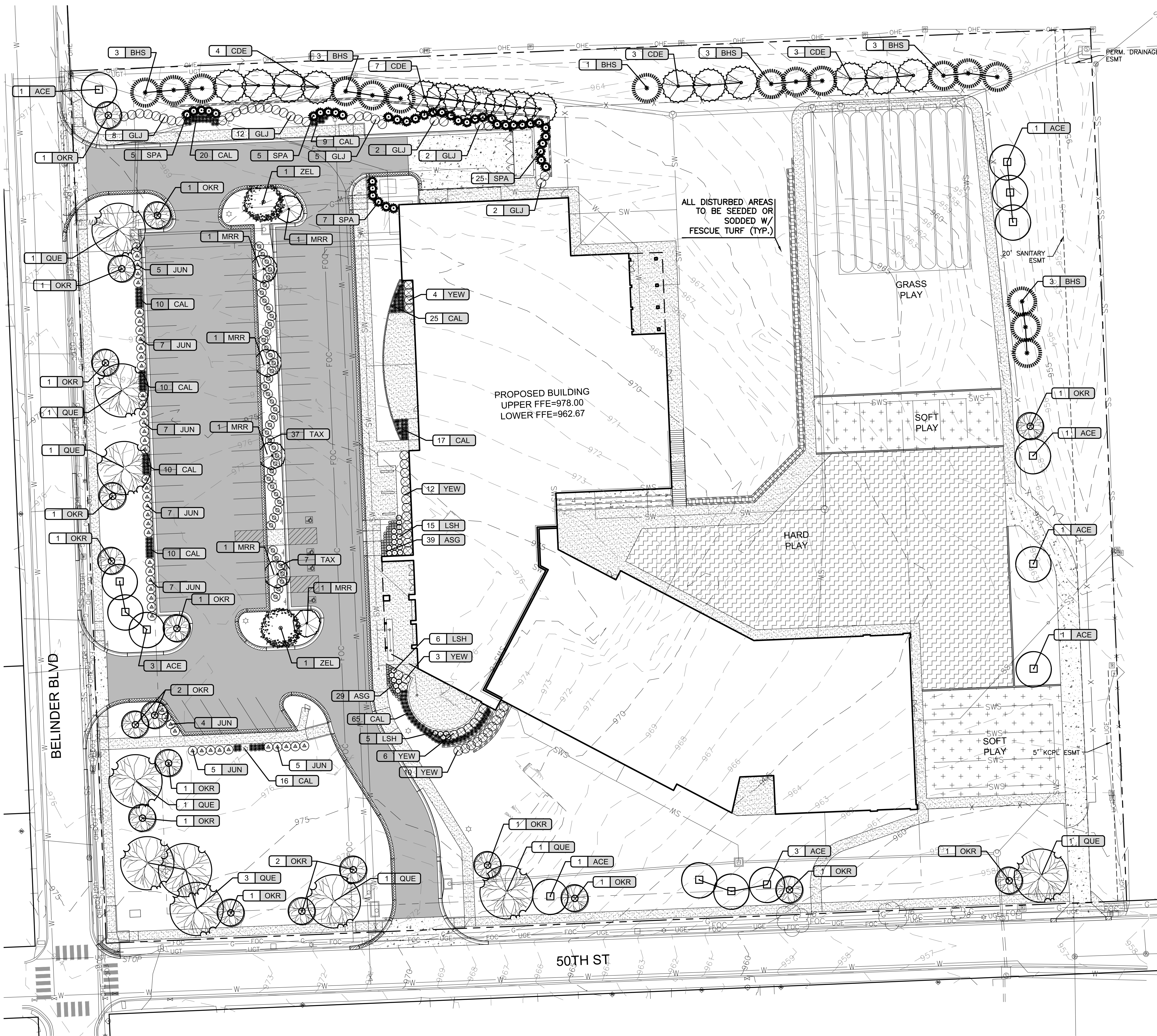
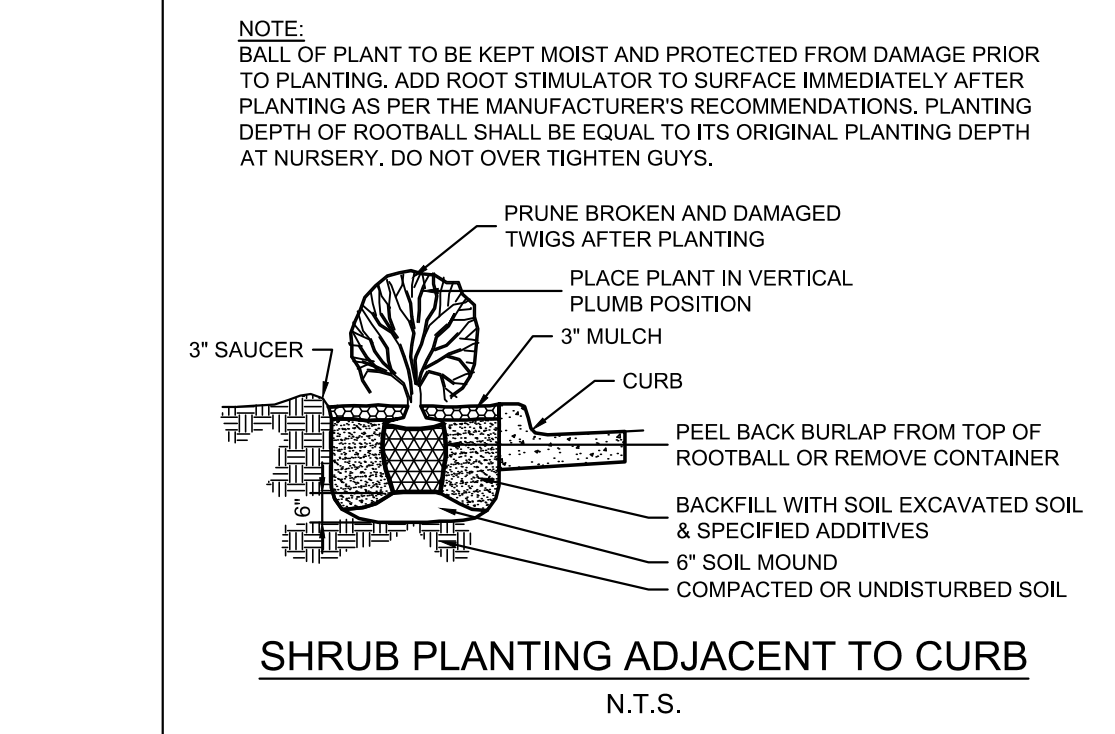
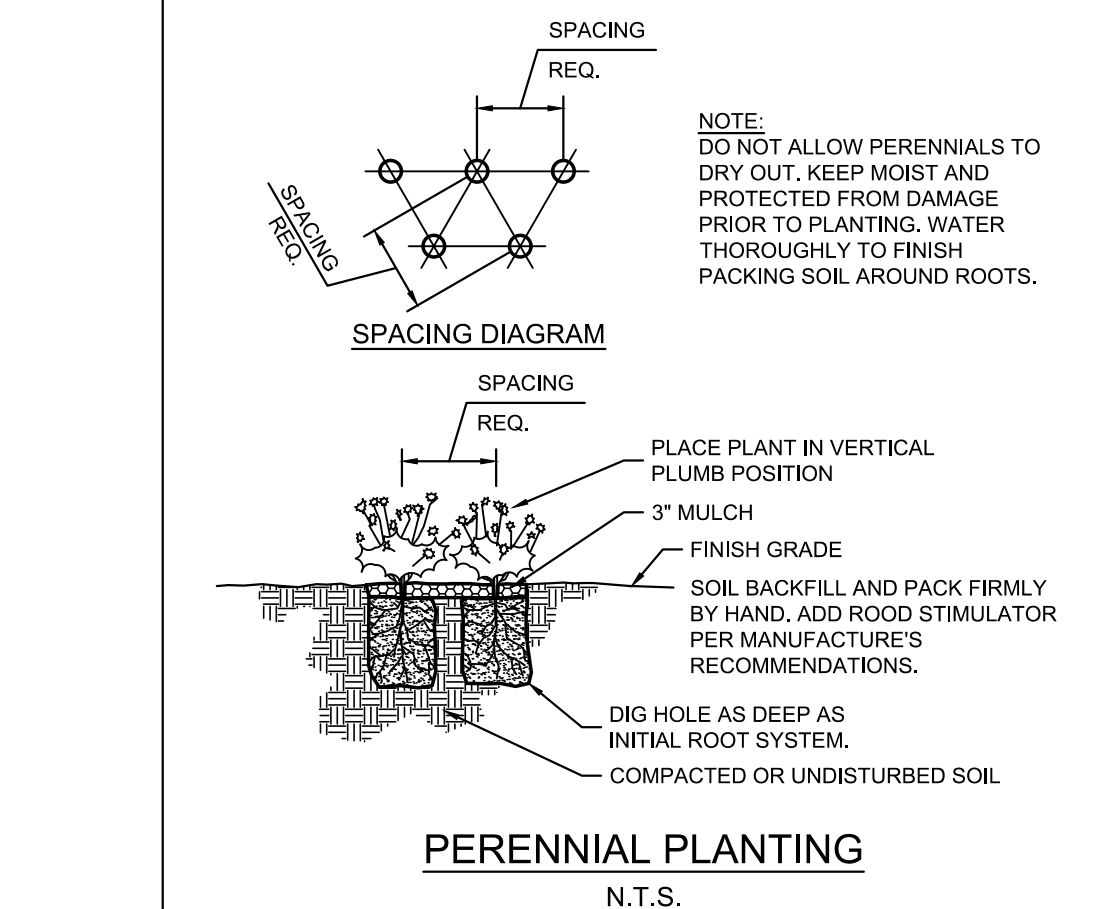
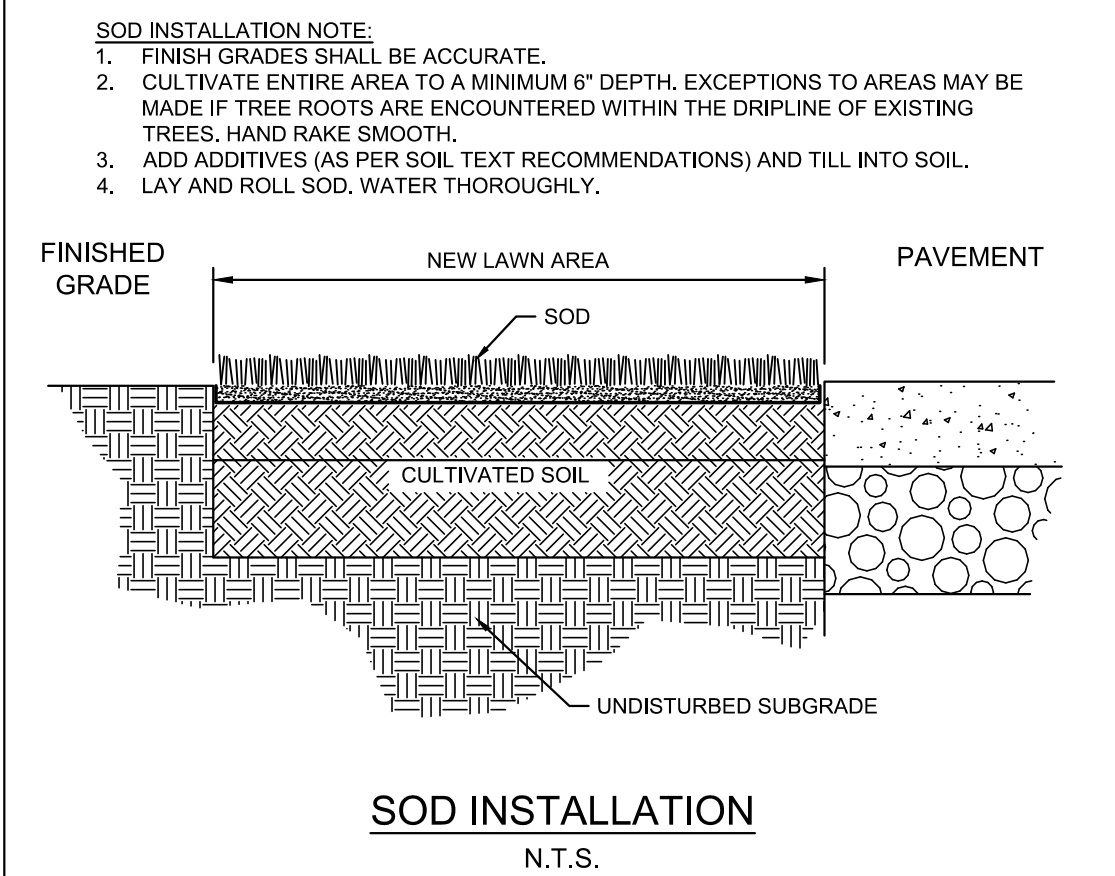
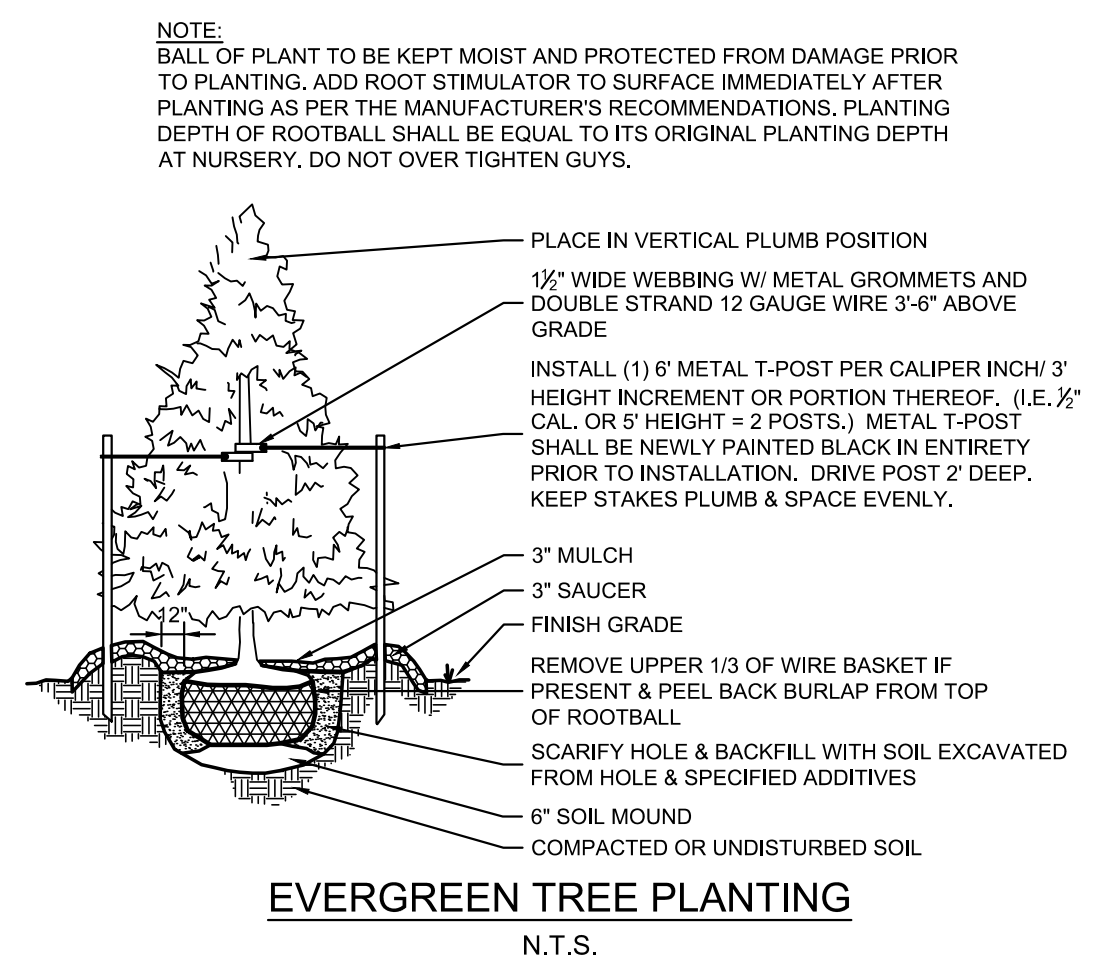
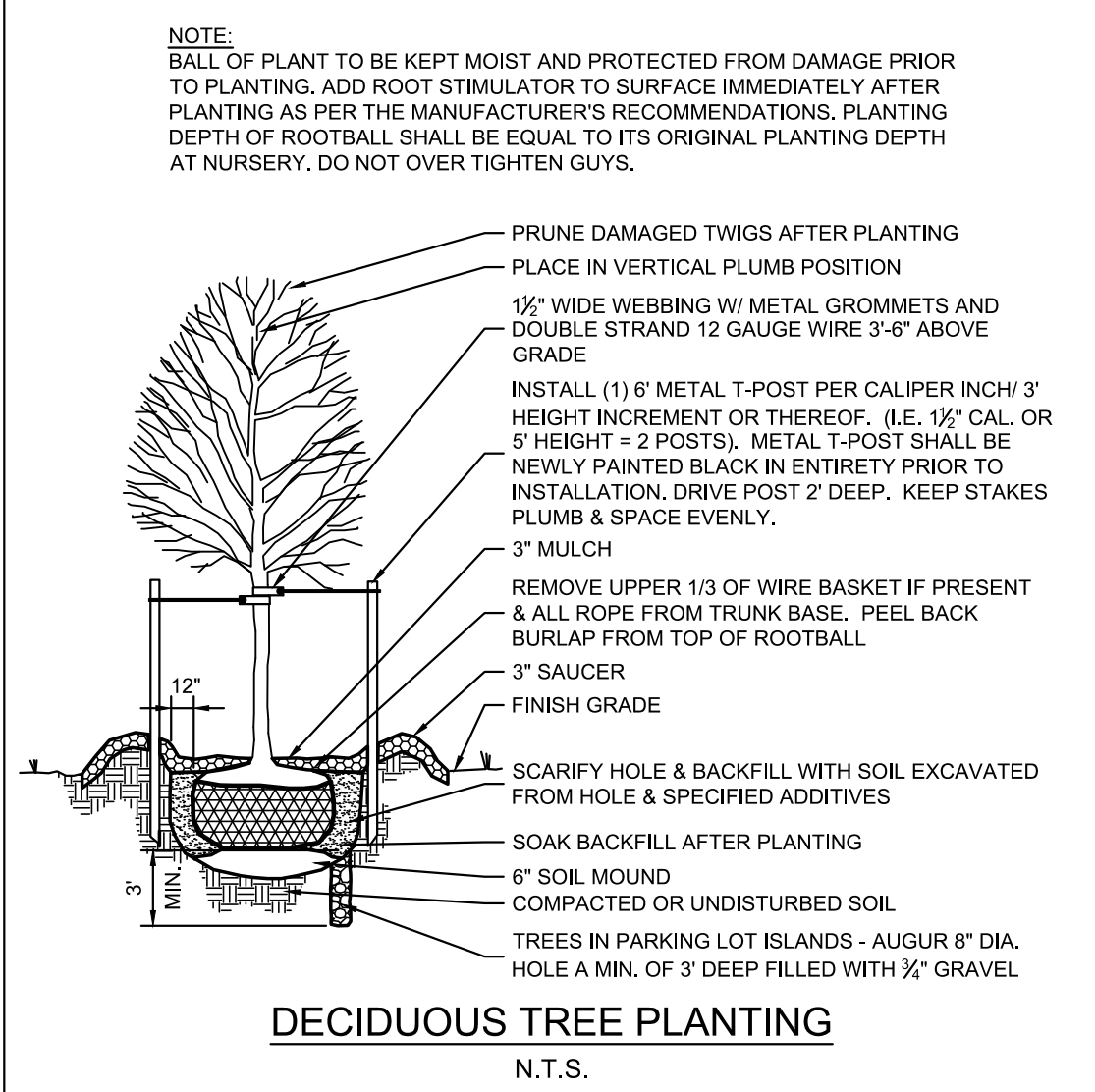
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C106

GENERAL LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHOULD READ ALL LANDSCAPE PLANS, SPECIFICATIONS AND VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO BIDDING THIS PROJECT. IF A DISCREPANCY BETWEEN PLANT QUANTITIES SHOWN ON PLANS WITHIN THE PLANT SCHEDULE EXIST THE PLANT QUANTITIES SHALL BE USED. PLANT SCHEDULE QUANTITIES FOR INFORMATION ONLY.
- ANY AND ALL QUESTIONS CONCERNING THE LANDSCAPE PLANS AND SPECIFICATIONS SHALL BE DIRECTED TO THE OWNER AND /OR MKEC LANDSCAPE ARCHITECT AT 913-317-9390.
- THE LANDSCAPE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES (INCLUDING THOSE INDICATED ON THE PLAN) PRIOR TO INSTALLATION OF PLANT MATERIAL.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING, MULCHING, AND OTHER REQUIREMENTS OF PLANT MATERIALS WHILE THEY ARE TEMPORARILY STORED ON OR OFF SITE.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE LAYOUT OF PLANTING BEDS, PLANT MASSING, STAKED LOCATION OF TREES AND INSTALLATION OF PLANT MATERIAL WITH OWNER PRIOR TO COMMENCEMENT OF WORK.
- ALL PLANT MATERIAL (EXCEPT SHADE TREES) IS DELINEATED AT MATURE SIZE OF PLANT MATERIAL. SHADE TREES ARE DELINEATED AT 85% OF ACTUAL MATURE SIZE.
- ALL PLANT MATERIALS MEET THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-1996) PER THE AMERICAN ASSOCIATION OF NURSERYMEN.
- PER OWNER'S DIRECTION, THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO INSPECT ALL PLANT MATERIAL AT THE NURSERY, PRIOR TO DIGGING.
- AREAS DISTURBED AREAS SHALL BE "FESCUE TURF" ARE TO RECEIVE SOD AS FOLLOWS:
SOD: FESCUE TURF
FERTILIZER: HAVE SOIL TESTED TO OBTAIN RECOMMENDED SOIL AMENDMENTS FOR THE GRASSES LISTED. REPORT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR APPROVAL BEFORE ANY APPLICATION OF FERTILIZER IS MADE.
- CONDUCT PLANTING UNDER FAVORABLE WEATHER CONDITIONS DURING EITHER THE SPRING PLANTING SEASON, MARCH 1ST TO JUNE 1ST, OR THE FALL PLANTING SEASON, SEPTEMBER 30TH UNTIL FREEZING OF THE GROUND. DURING THE FALL PLANTING SEASON, CONIFEROUS MATERIAL PLANTING SHALL BE CONDUCTED AUGUST 1ST TO OCTOBER 1ST. DEVIATION FROM THE ABOVE PLANTING DATES WILL ONLY BE PERMITTED WITH APPROVAL IN WRITING BY THE LANDSCAPE ARCHITECT.
- THE PLANTING SOIL MIXTURE FOR ALL TREE PLANTINGS SHALL INCLUDE SOIL EXCAVATED FROM THE HOLE. RATIO: 50% VIRGIN SOIL + 50% AMENDED TOP SOIL.
- ROOT STIMULATOR SHALL BE APPLIED TO ALL PLANT MATERIALS WITH THE EXCEPTION OF LAWN AREAS. APPLY AS PER THE MANUFACTURER'S RECOMMENDATIONS.
- THE LANDSCAPE CONTRACTOR SHALL RESTORE FINISH GRADES IN ALL PLANTING AREAS (PER GRADING PLANS) WHICH MAY HAVE BEEN DISTURBED DURING PLANTING OPERATIONS.
- ALL TREE SAUCERS AND PLANTING BEDS ARE TO BE MULCHED WITH A MINIMUM OF 4" DOUBLE-GROUND OAK MULCH (COLOR DIED), COLOR TO BE JAVA BROWN. WHERE PLANTING BEDS ARE ADJACENT TO WALKS AND CURBS THE SOIL LEVEL SHALL BE 4" LOWER TO ALLOW FOR MULCH LAYER. WHERE SOD IS INDICATED, ITS THICKNESS SHALL ALSO BE ACCOUNTED FOR SO THAT THE SOIL SURFACE IN THE SOD IS 1/2" BELOW THE HARDSCAPE SURFACE.
- ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE SUCH AS TREFLAN OR EQUAL. APPLY AS PER MANUFACTURER'S RECOMMENDATION. THE PRE-EMERGENT SHALL NOT BE APPLIED UNTIL AFTER ALL PLANTING WITHIN THESE AREAS IS COMPLETE, BUT BEFORE THESE AREAS ARE MULCHED. DO NOT DISTURB AREAS AFTER APPLICATION. WATER AS DIRECTED.
- MULCH, STAKES, GUY WIRE, PRE-EMERGENT HERBICIDES, ETC. SHALL BE SUBSIDIARY TO INDIVIDUAL PLANTS.
- LANDSCAPE EDGING: ALL PLANTING BEDS ABUTTING LAWN AREAS SHALL BE EDGED WITH BLACK STEEL EDGING.
- ALL SLOPES THAT EXCEED A 3:1 GRADE SHALL BE PROTECTED WITH AN EROSION CONTROL BASKET - NORTH AMERICAN GREEN S150. INSTALL AS PER THE MANUFACTURER'S RECOMMENDATIONS.
- LABEL EACH TREE AND SHRUB WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGAL DESETERATION OF BOTH BOTANICAL AND COMMON NAME. LABEL EACH ORNAMENTAL GRASS, GROUNDCOVER, PERENNIAL AND ANNUAL WITH THE LABEL PROVIDED BY THE ORIGINAL GROWER OF THE PLANT. LABELS SHALL NOT BE REMOVED UNTIL AFTER PROVISIONAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT.
- STAKES AND GUYING SHALL BE REMOVED AT THE END OF ONE FULL GROWING SEASON.
- ALL PLANTING BEDS SHALL BE OVER EXCAVATED TO A DEPTH OF 2". ALL AREAS DENOTED WITH SOD (LAWN AREAS) SHALL HAVE A 6" MINIMUM TOPSOIL LAYER. TOPSOIL SHALL BE LAID IN 3" LIFTS. IN AREAS WHERE CONSTRUCTION GRADING HAS NOT OCCURRED AND THE VIRGIN GRADE YET EXIST, THE TOPSOIL LAYER MAY NOT BE REQUIRED BASED ON THE DECISION OF THE LANDSCAPE ARCHITECT.
- TOPSOIL SHALL BE FERTILE NATURAL TOPSOIL, TYPICAL OF THE LOCALITY, FOLLOWING MAJOR GRADING OPERATIONS THE FINAL 8" LIFT SHALL BE HIGH QUALITY TOPSOIL. SOIL SHALL BE OBTAINED FROM WELL DRAINED AREAS. STOCKPILED TOPSOIL MAY BE USED. IT SHALL BE WITHOUT ADMIXTURE OF SUBSOIL OR SLAG AND SHALL BE FREE OF STONES, LUMPS, STICKS, PLANTS OR THEIR ROOTS, TOXIC SUBSTANCES OR OTHER EXTRANEOUS MATTER THAT MAY BE HARMFUL TO PLANT GROWTH OR WOULD INTERFERE WITH FUTURE MAINTENANCE. TOPSOIL PH RANGE SHALL BE 5.5 TO 7.0.
- THERE SHALL BE NO ADDITIONS, DELETIONS OR SUBSTITUTION OF PLANT MATERIAL SPECIES WITHOUT THE WRITTEN APPROVAL BY THE OWNER AND /OR MKEC LANDSCAPE ARCHITECT. ANY SUBSTITUTION WHICH HAS NOT BEEN APPROVED SHALL BE REMOVED AND IMMEDIATELY REPLACED WITH THE CORRECT PLANT AT LANDSCAPE CONTRACTOR'S EXPENSE.
- IN THE CONDITION WHERE THE PLANT MATERIAL HAS BEEN SUPPLIED BY THE OWNER THROUGH A PLANT PROCUREMENT PROGRAM WITH A MYKE PRO 2 YEAR WARRANTY, THE LANDSCAPE CONTRACTOR'S WARRANTY OF PLANT MATERIAL SHALL BEGIN FROM THE TIME OF HANDLING PLANT MATERIAL AT TIME OF DELIVERY THROUGH INSTALLATION AND END AFTER THE SUBSTANTIAL COMPLETION AND FINAL PUNCH-LIST APPROVAL BY LANDSCAPE ARCHITECT.
- THE LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR THE COLLECTION, REMOVAL, AND PROPER DISPOSAL OF ANY AND ALL DEBRIS GENERATED DURING THE INSTALLATION OF THE LANDSCAPE CONSTRUCTION.
- COORDINATE WITH THE OWNER AND GENERAL CONTRACTOR FOR SLEEVE LOCATIONS AND TIMING OF SLEEVE INSTALLATION. ALL SLEEVING REQUIRED UNDER HARDSCAPE SURFACES FOR THE IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
- THE CONTRACTOR SHALL FURNISH TOPSOIL; TOPSOIL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. REFER TO SPECIFICATIONS FOR TOPSOIL REQUIREMENTS.
- THE CONTRACTOR SHALL SUPPLY ALL PLANTING SOIL MIX.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY A TEMPORARY IRRIGATION SYSTEM. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MONITOR INSTALLED PLANT MATERIAL FOR A MINIMUM OF 90 DAYS. TO ESTABLISH PLANT MATERIALS, WATER FROM SOURCES AND KEEP LAWN UNIFORMLY MOIST TO A DEPTH OF 4 INCHES. WATER LAWN AND LANDSCAPE BEDS AT A MINIMUM RATE OF (1) ONE INCHES PER WEEK OR AS NECESSARY TO PROVIDE A HEALTHY GREEN APPEARANCE. INSTALLATION, MAINTENANCE, AND MONITORING OF THE TEMPORARY IRRIGATION SYSTEM WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR FOR THE FIRST 90 DAYS. AT THE END OF THE ESTABLISHMENT PERIOD, CONTRACTOR IS TO COORDINATE WITH SCHOOL DISTRICT FOR MAINTENANCE OF PLANT MATERIAL. CONTRACTOR TO REMOVE TEMPORARY IRRIGATION SYSTEM WITH APPROVAL FROM SCHOOL DISTRICT.
- THE PLANTING SOIL MIX SHALL BE APPROVED BY THE LANDSCAPE CONTRACTOR PRIOR TO ANY BACKFILLING.
- THE TYPICAL PLANTING SOIL MIX FOR ALL PLANTING BEDS (SHRUBS, ORNAMENTAL GRASS AND PERENNIAL BED AREAS) SHALL CONSIST OF THE FOLLOWING MAKE-UP UNLESS OTHERWISE INDICATED IN THESE PLANS:
- 80% TOPSOIL AS SPECIFIED
- 20% PREPARED ADDITIVES (BY VOLUME AS FOLLOWS):
 - 2 PARTS HUMAS AND/OR PEAT
 - 1 PART STERILIZED COW MANURE
 - 1 PART SHREDDED PINE BARK (BARK PIECES BETWEEN 1/2" AND 1-1/2" IN LENGTH/DIAMETER)
- COMMERCIAL FERTILIZER AS RECOMMENDED BY SOIL REPORT.
- LIME AS RECOMMENDED BY SOIL REPORT.

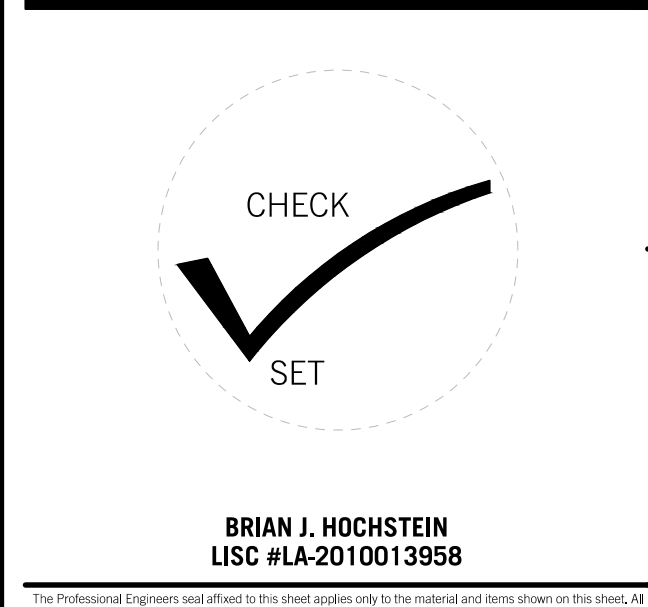


ORIGINAL PLANT SCHEDULE

KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE & METHOD OF HANDLING
DECIDUOUS TREES				
ACE	14	AUTUMN SPLENDOR MAPLE	ACER SACCHARUM 'AUTUMN SPLENDOR'	2.5" CAL, 12' MIN. HT.
QUE	10	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5" CAL, 12' MIN. HT.
MRR	6	ROYAL RAINDROPS CRABAPPLE	MALUS 'ROYAL RAINDROPS'	2" CAL, 8' MIN. HT.
OKR	19	OKLAHOMA REDBUD	CERCIS CHINENSIS 'OKLAHOMA'	2" CAL, 8' MIN. HT.
ZEL	2	GREEN VASE ZELKOVA	ZELKOVA SERRATA 'GREEN VASE'	2" CAL, 12' MIN. HT.
EVERGREEN TREES				
SPA	41	SPARTAN JUNIPER	JUNIPERUS CHINENSIS 'SPARTAN'	5'-6" MIN. HT.
BHS	16	BLACK HILLS SPRUCE	PICEA GLAUCUA 'BLACK HILLS'	5'-6" MIN. HT.
CDE	17	EISREGEN CEDAR	CEDRUS DEODORA 'EISREGEN'	5'-6" MIN. HT.
SHRUBS				
JUN	47	SEA GREEN JUNIPER	JUNIPERUS CHINENSIS 'SEA GREEN'	5 GALLON
GLJ	31	GOLD LACE JUNIPER	JUNIPERUS CHINENSIS 'GOLD LACE'	3 GALLON MIN.
TAX	44	WARDII YEW	TAXUS X MEDIA 'WARDII'	3 GALLON MIN.
YEW	35	DENSIFORMIS YEW	TASUS X MEDIA 'DENSIFORMIS'	3 GALLON MIN.
LSH	26	LOW SCAPE HEDGER	ARONIA MELANOCARPA 'LOW SCAPE HEDGER'	3 GALLON MIN.
ORNAMENTAL GRASSES				
CAL	200	FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	1 GALLON
PERENNIALS				
ASG	66	ARIZONA SUN GAILLARDIA	GAILLARDIA X GRANDIFLORA 'ARIZONA SUN'	1 GALLON
GROUND COVER				
TURF	N/A	FESCUE TURF GRASS	SEE LAWN NOTES	SOD

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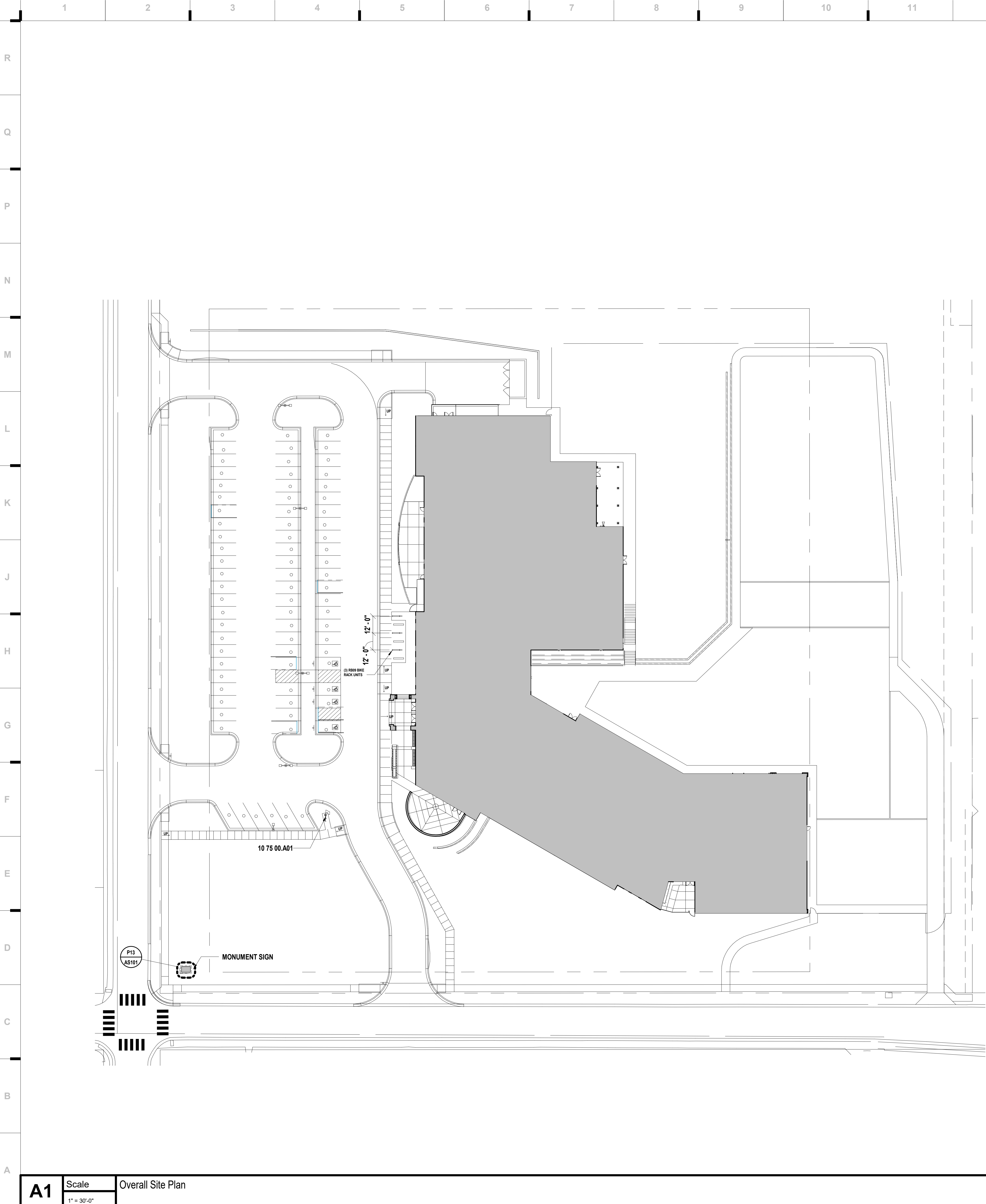
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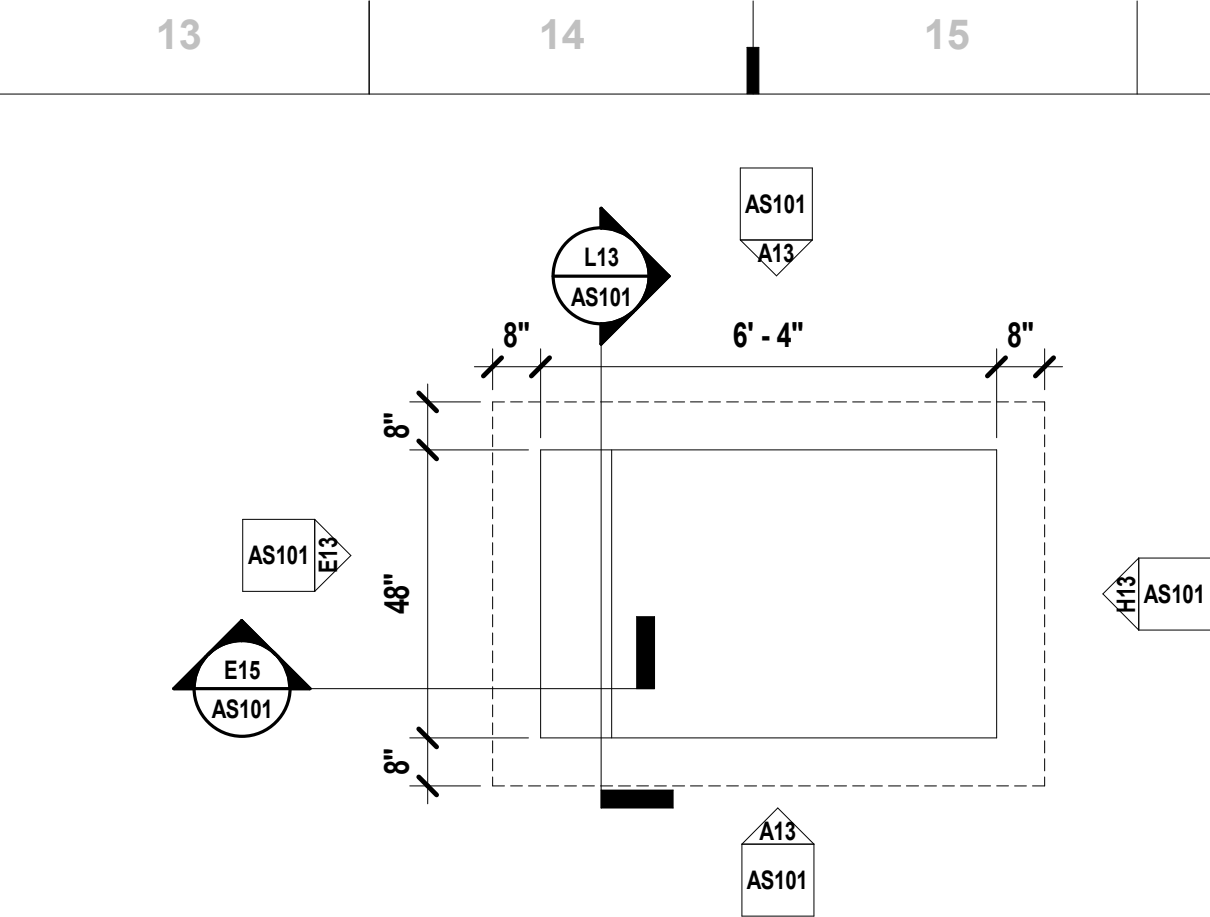
BRIAN J. HOCHSTEIN
LISC #LA-2010013958
JOB NO: 20107.00
DRAWN BY: BJH
CHECKED BY: BJH
DATE: 03.26.2021

L100

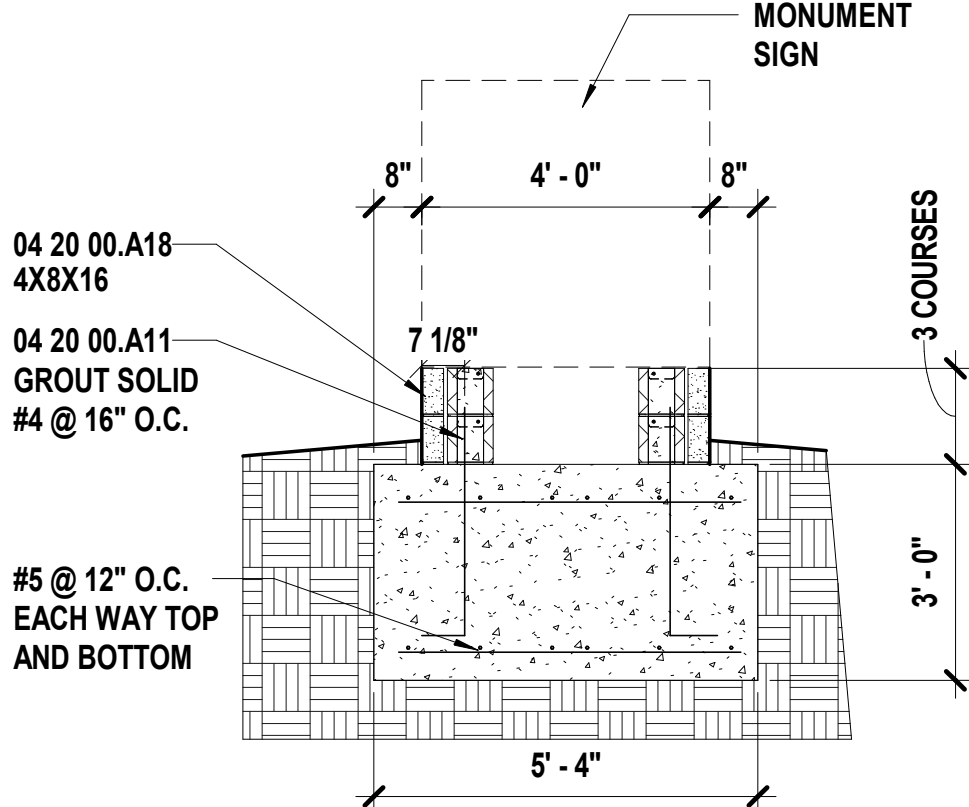
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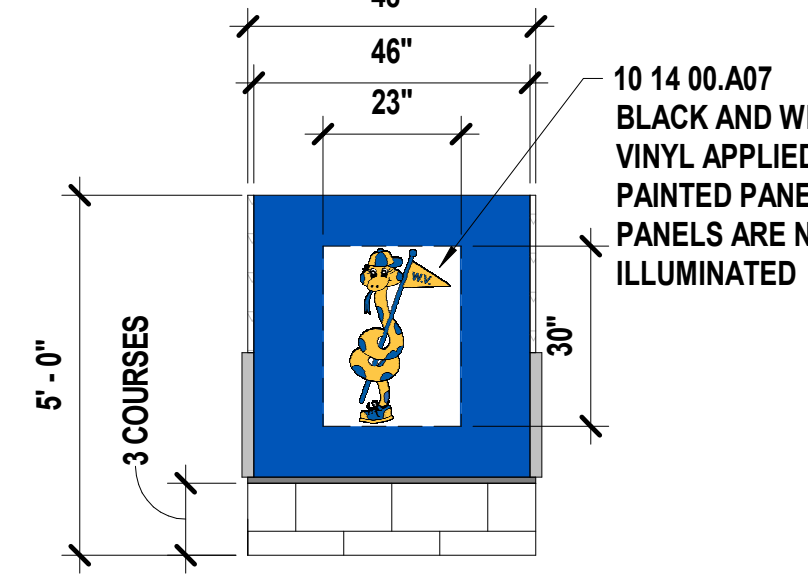
A1 Scale Overall Site Plan
1" = 30'-0"



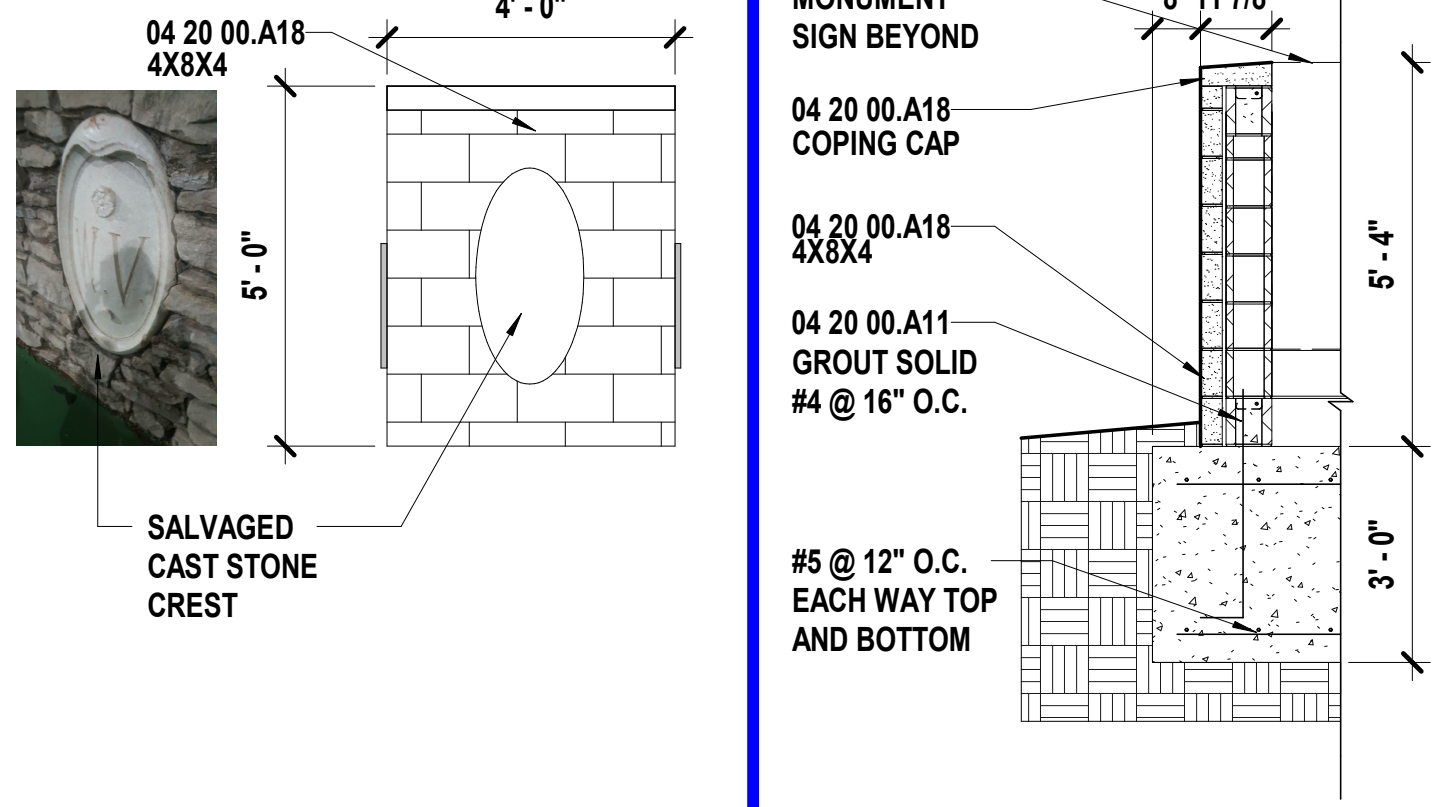
P13 Scale Enlarged Site Plan - Monument Sign
3/8" = 1'-0"



L13 Scale Section - Monument Sign
3/8" = 1'-0"

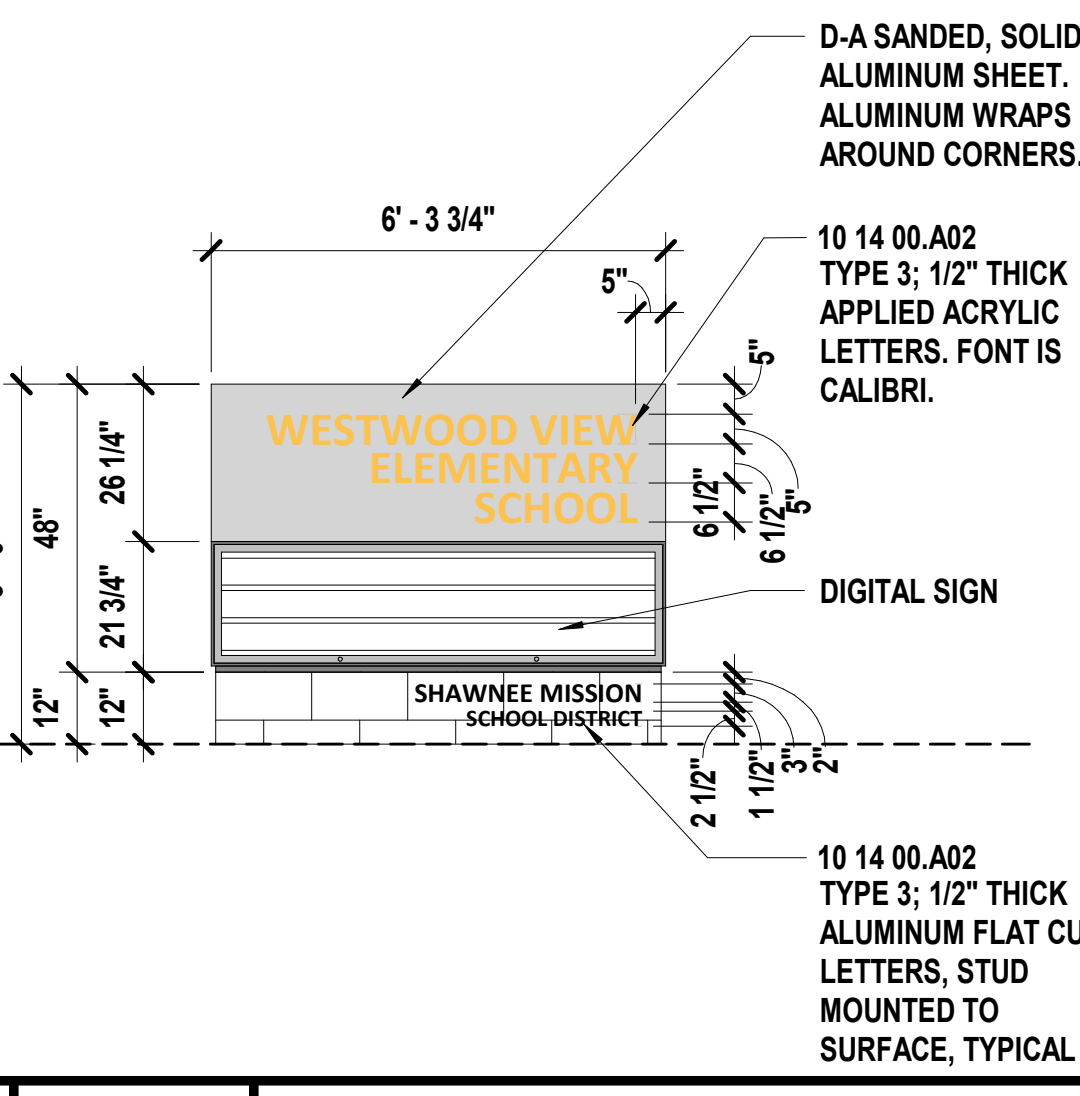


H13 Scale Elevation - Monument Sign Side - Mascot
3/8" = 1'-0"



E13 Scale Elev- Monument Sign Side
3/8" = 1'-0"

E15 Scale Section - Monument Sign
3/8" = 1'-0"



A13 Scale Elevation - Monument Sign Front/Back
3/8" = 1'-0"

SHEET KEYNOTE LEGEND

04 20 00.A11	MASONRY BOND BEAM
04 20 00.A18	MANUFACTURED STONE MASONRY UNITS
10 14 00.A02	DIMENSIONAL CHARACTERS
10 14 00.A07	EXTERIOR VINYL GRAPHICS (SMOOTH SUBSTRATE)
10 75 00.A01	FLAGPOLES

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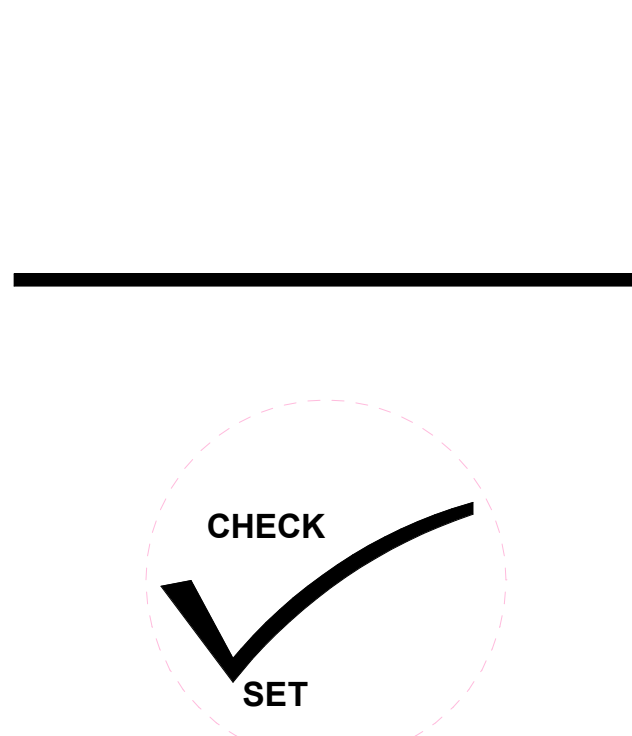
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Structure # E-1334

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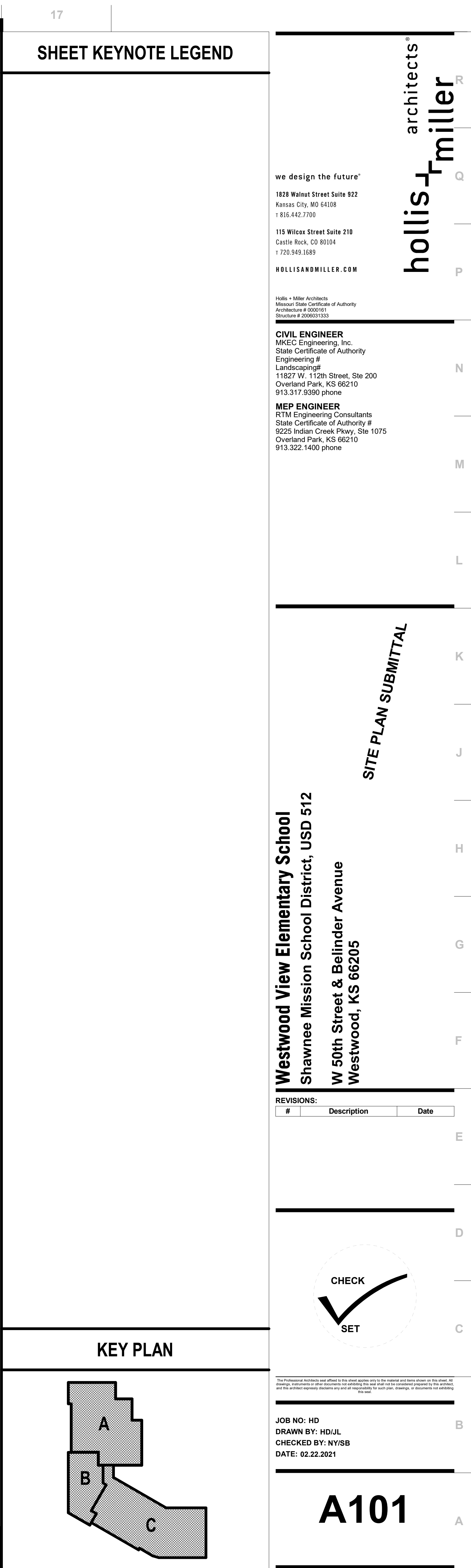
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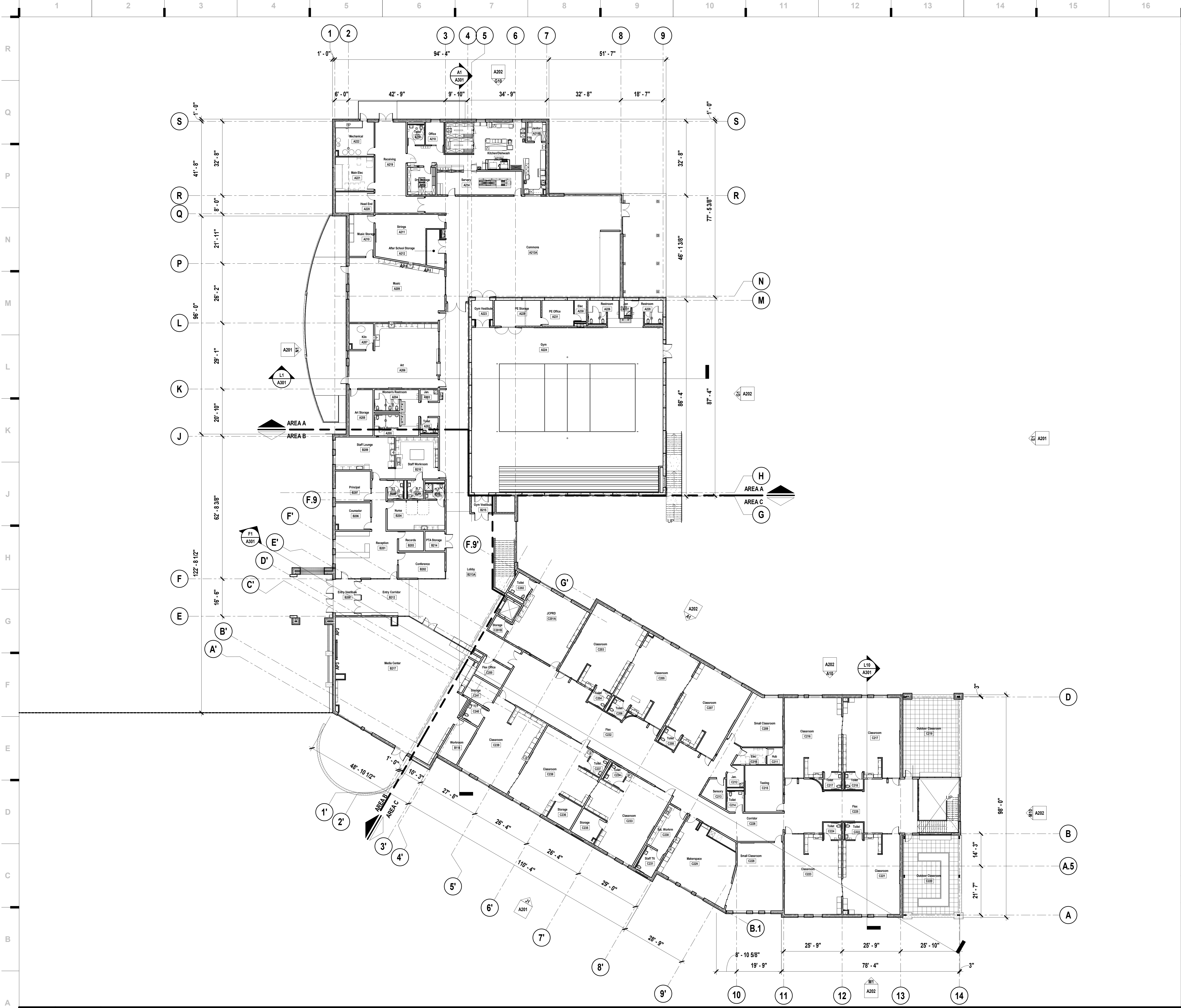
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AS101

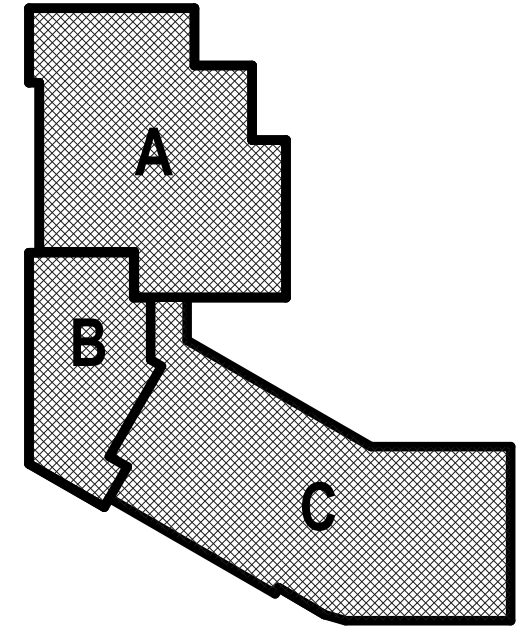




A1 Scale Overall Floor Plan - Level 2
1/16" = 1'-0"

SHEET KEYNOTE LEGEND

KEY PLAN



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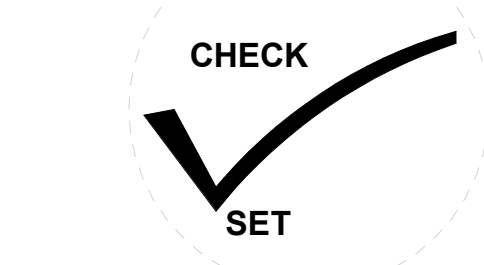
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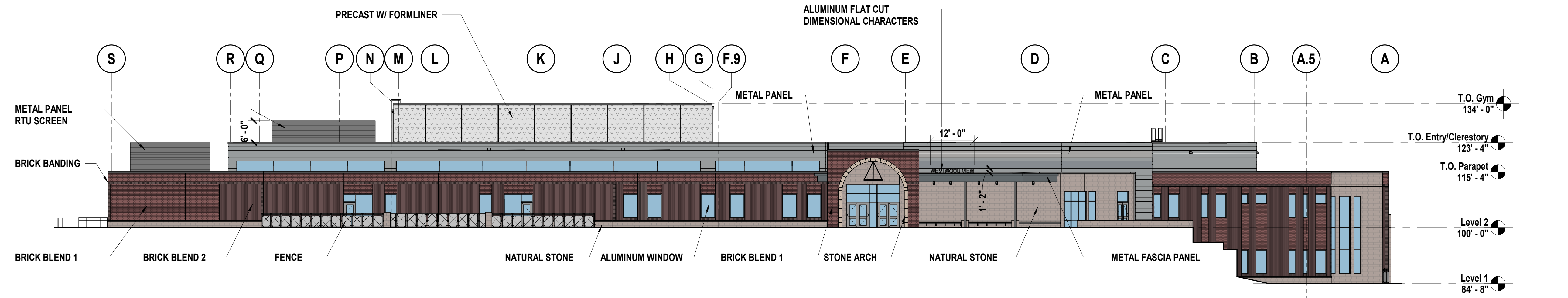
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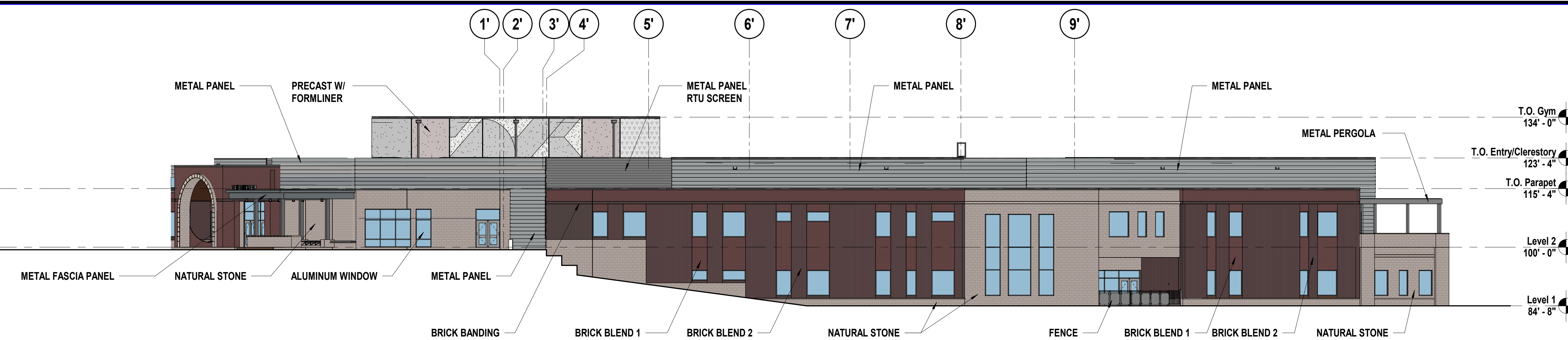
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A102

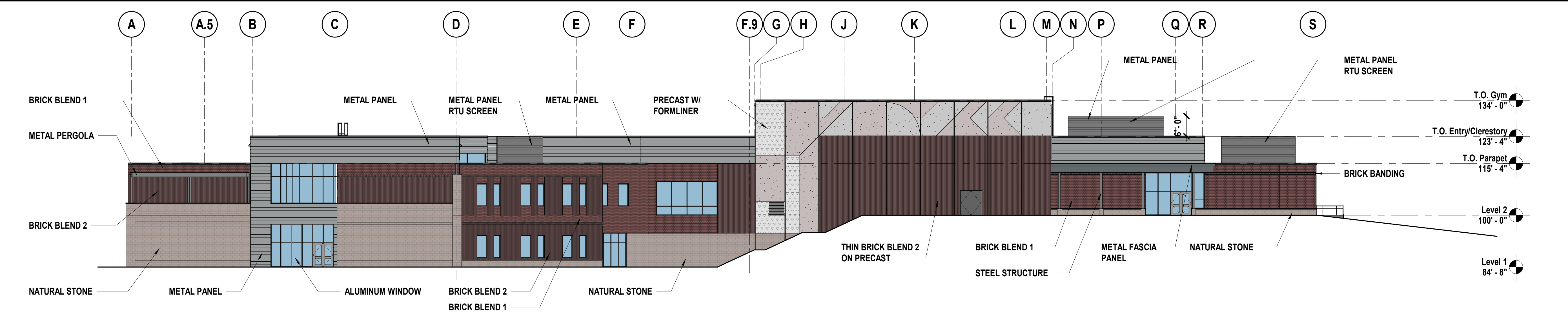
SITE PLAN SUBMITTAL



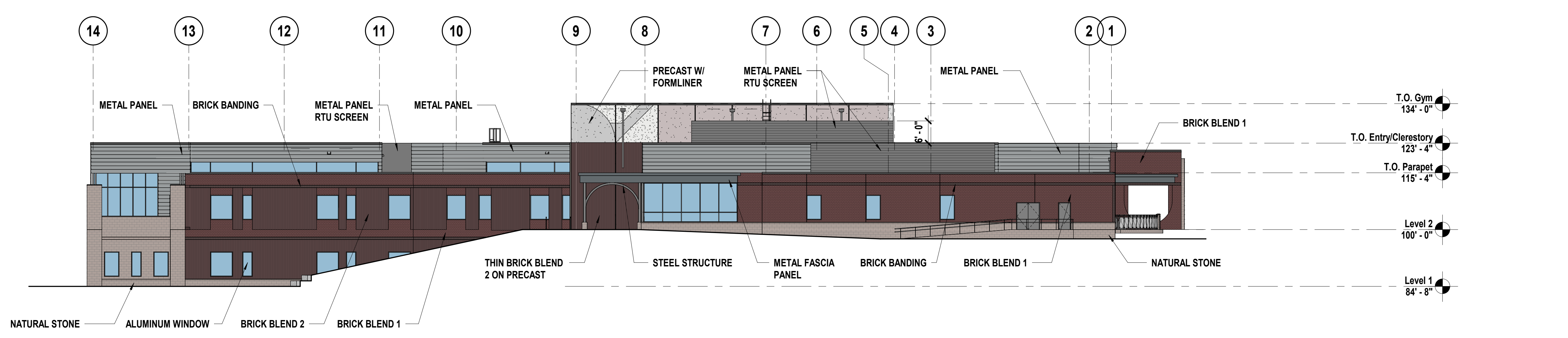
N1 Scale Exterior Elevation - Overall West Elevation
1/16" = 1'-0"



J1 Scale Exterior Elevation - Overall Southwest Elevation
1/16" = 1'-0"



E1 Scale Exterior Elevation - Overall East Elevation
1/16" = 1'-0"



A1 Scale Exterior Elevation - Overall North Elevation
1/16" = 1'-0"

SHEET KEYNOTE LEGEND

SHEET NOTES

- 1. REFER TO SHEET G000 FOR SHEET INDEX
- 2. DO NOT SCALE THIS DRAWING
- 3. WALL MOUNTED LIGHT FIXTURES, LAMBS TONGUES AND OTHER MEP ITEMS ARE SHOWN FOR PLACEMENT ONLY

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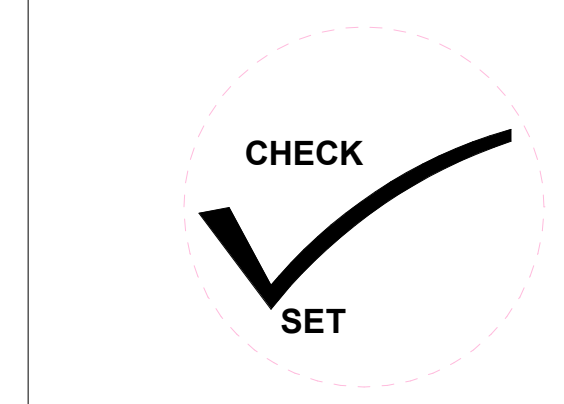
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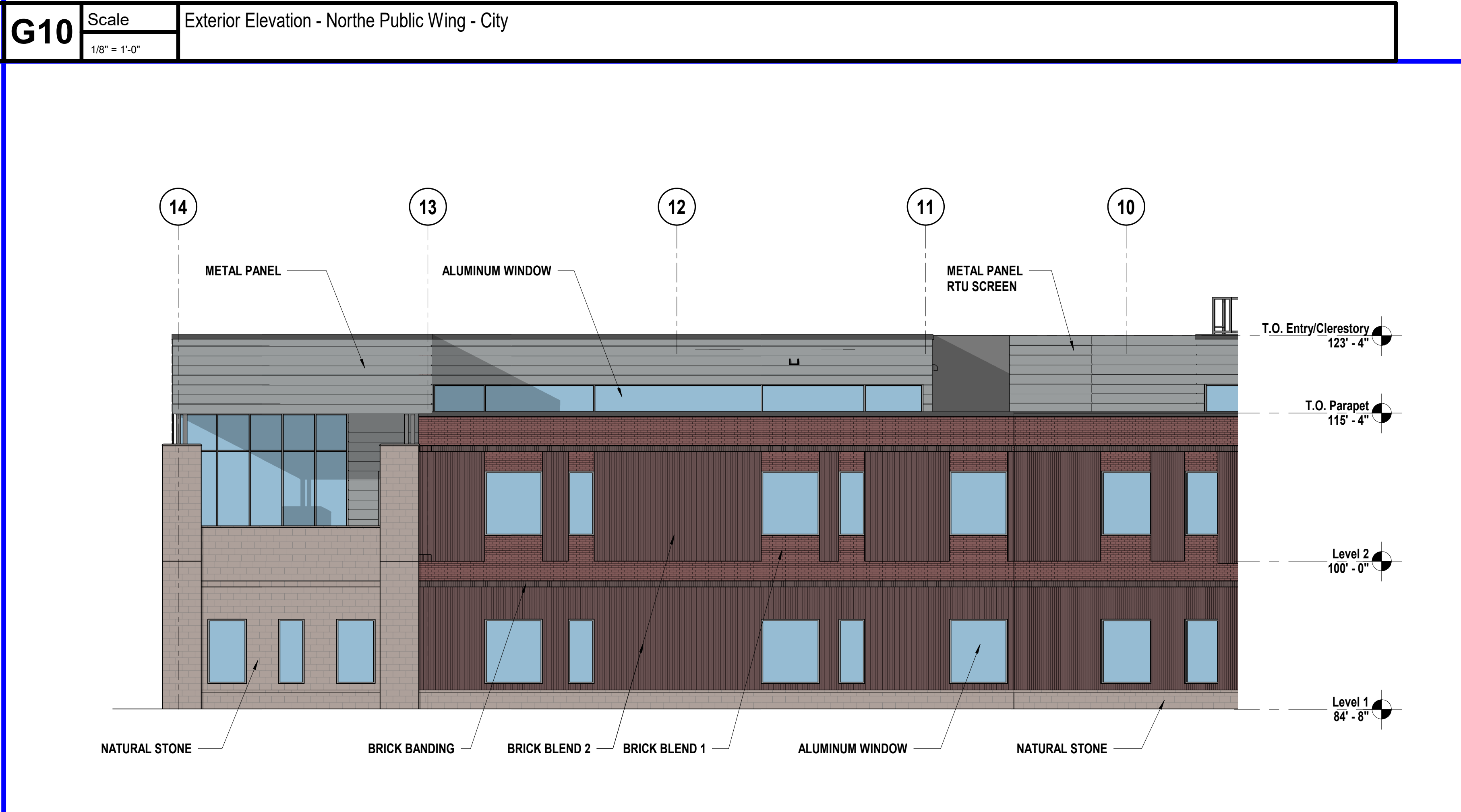
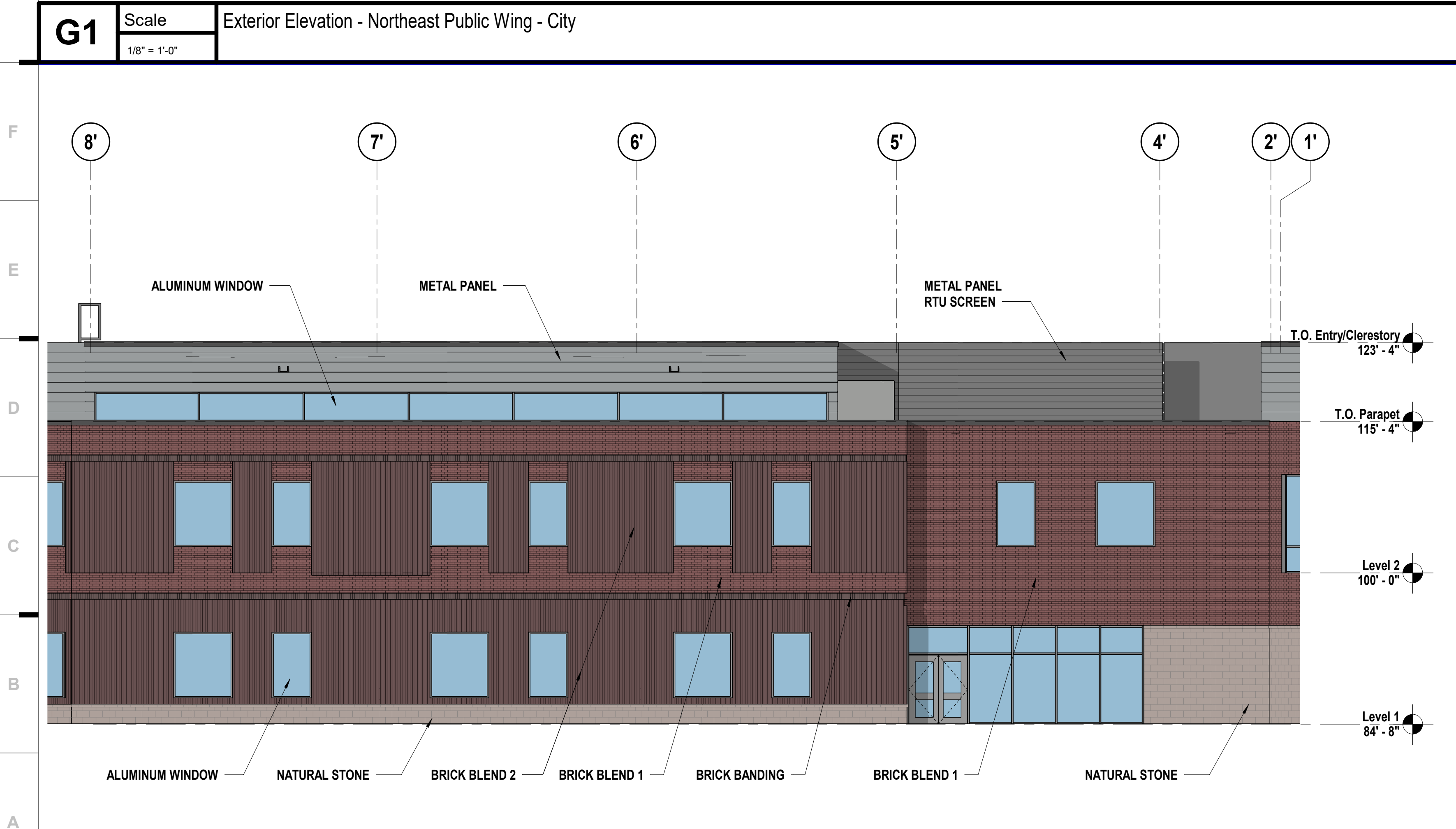
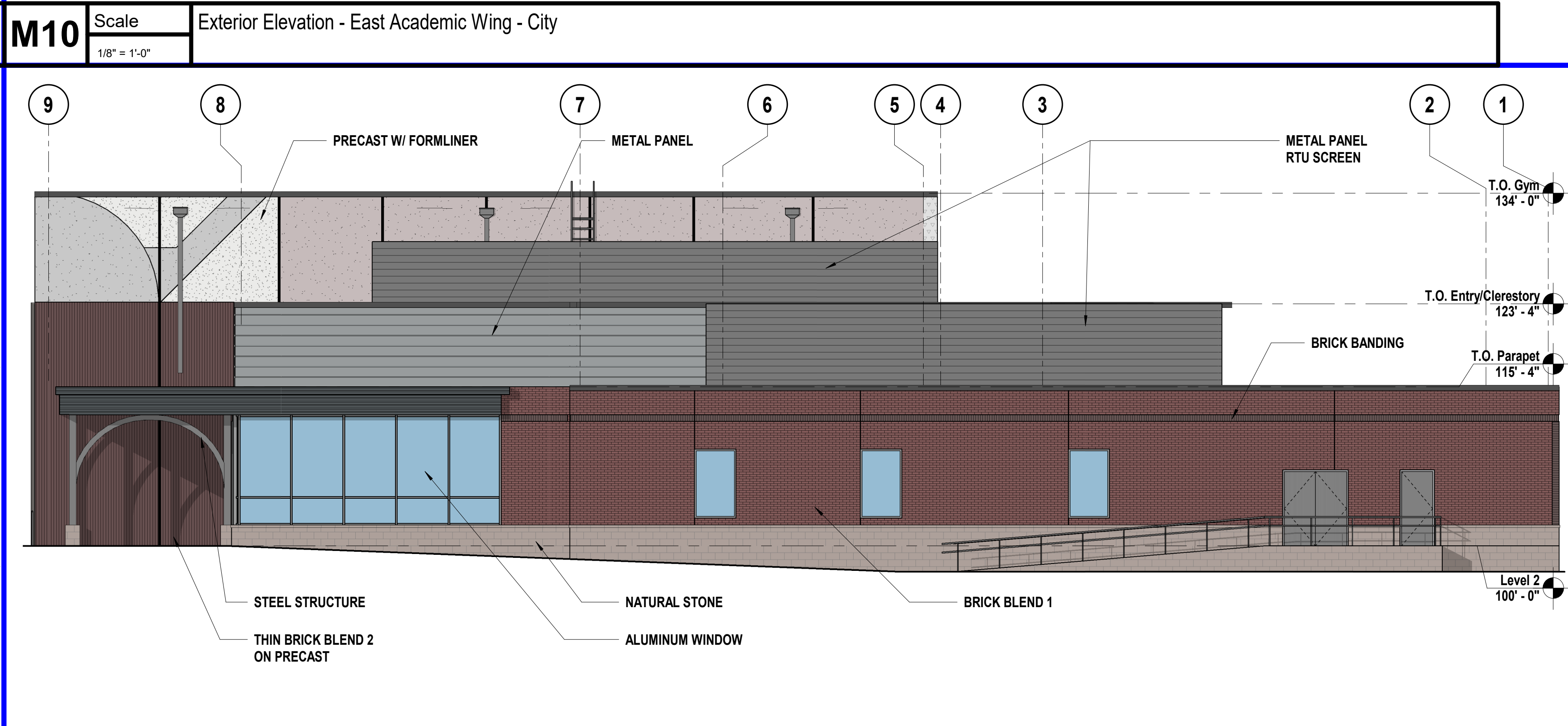
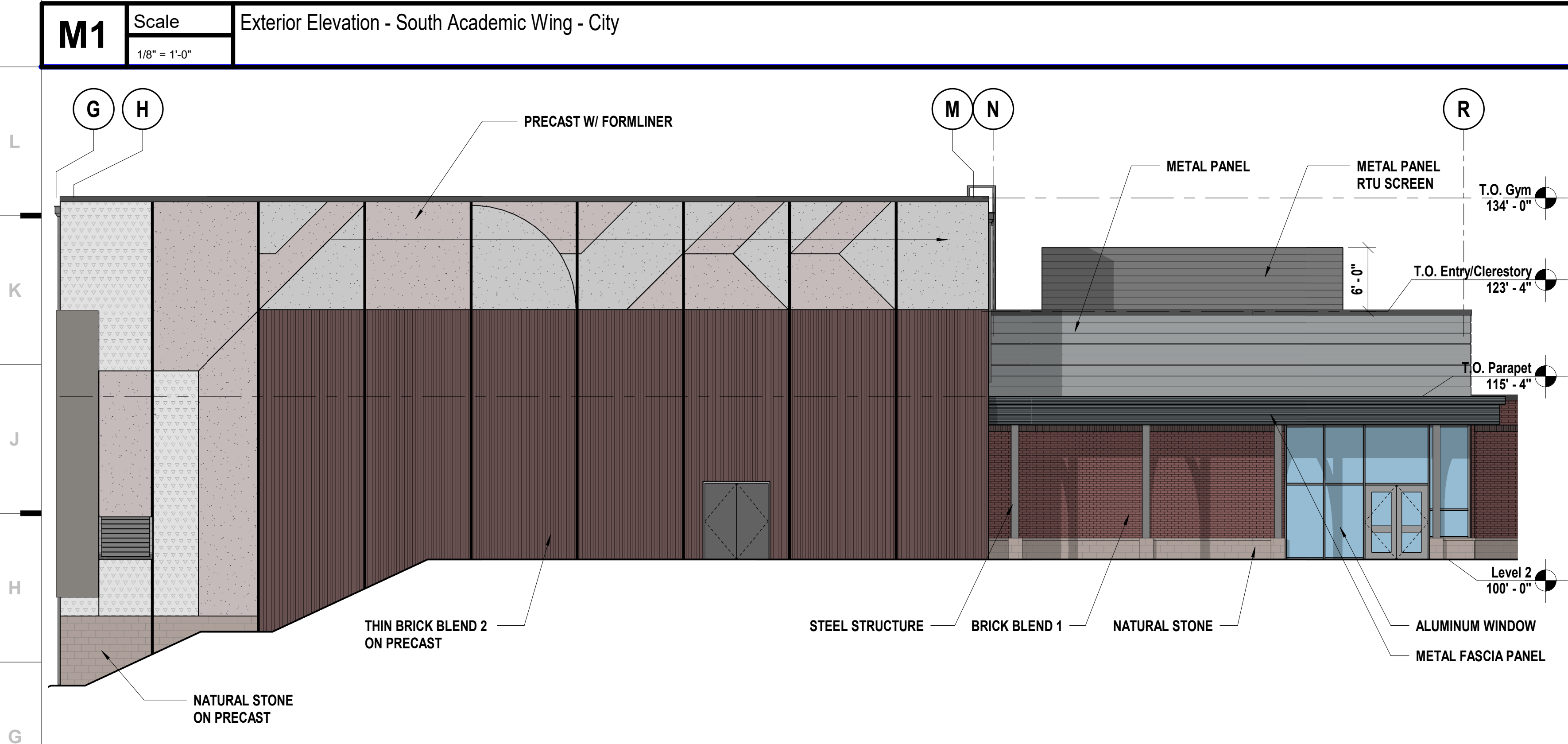
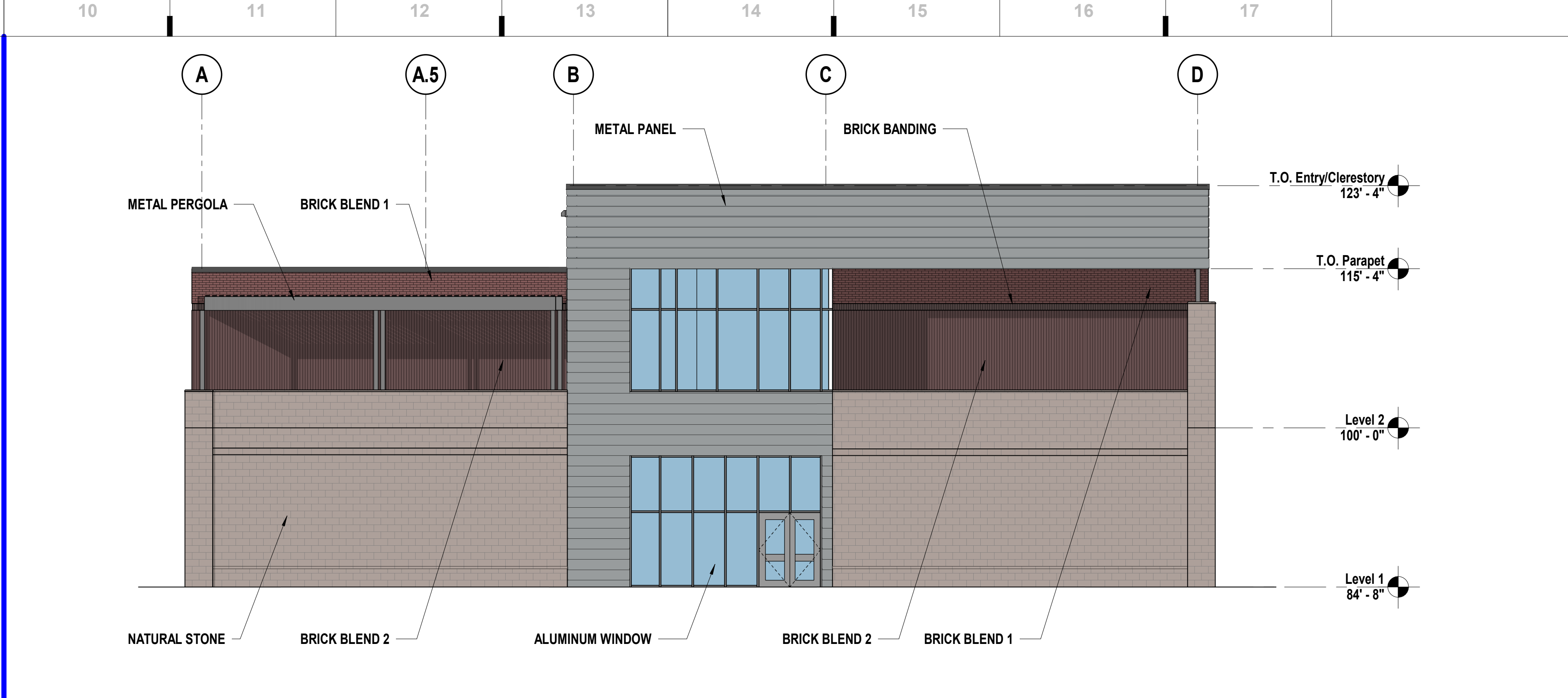
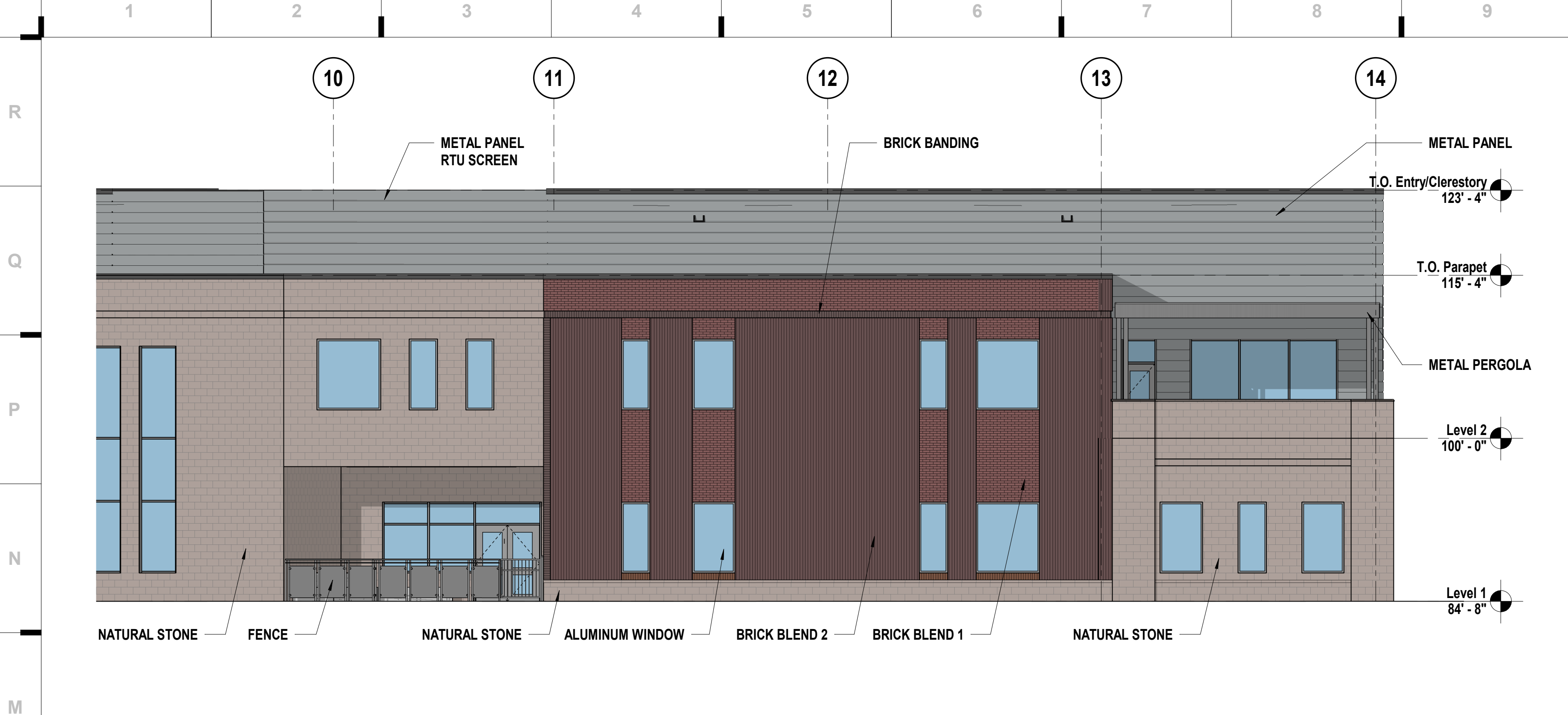
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A201



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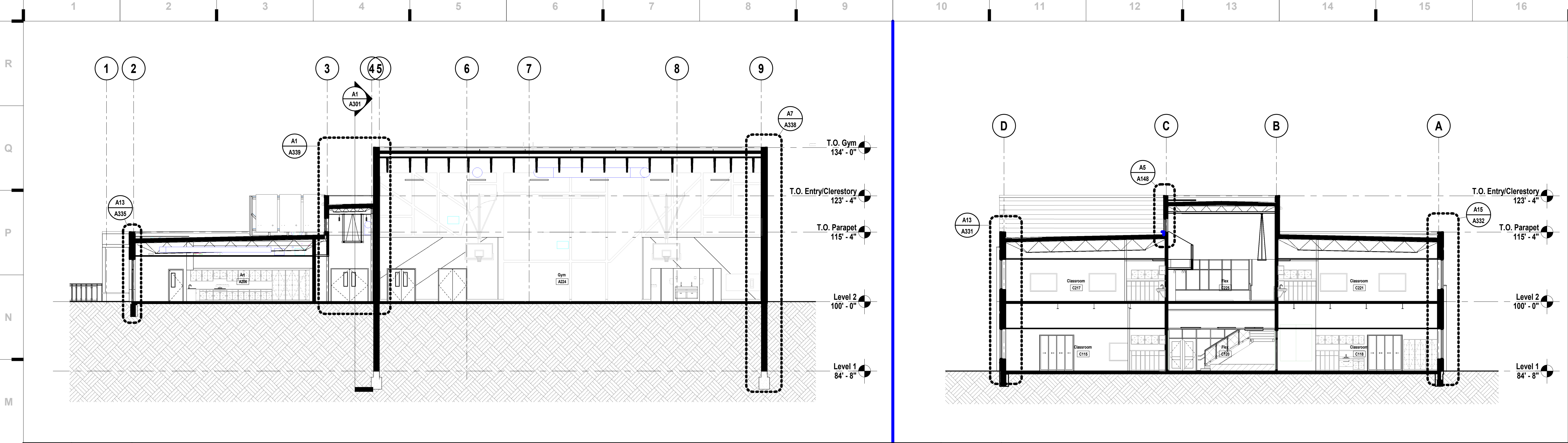
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A202

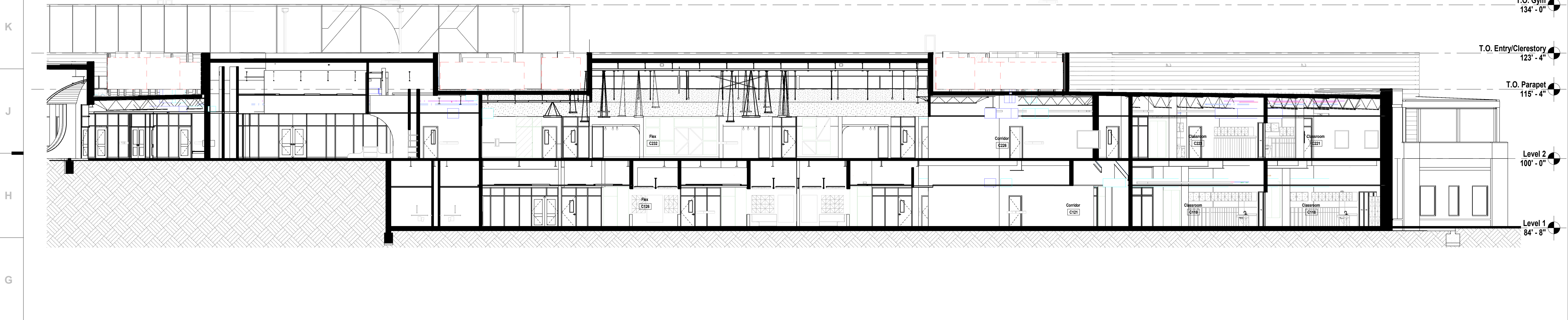
EXTERIOR ELEVATIONS - ENLARGED

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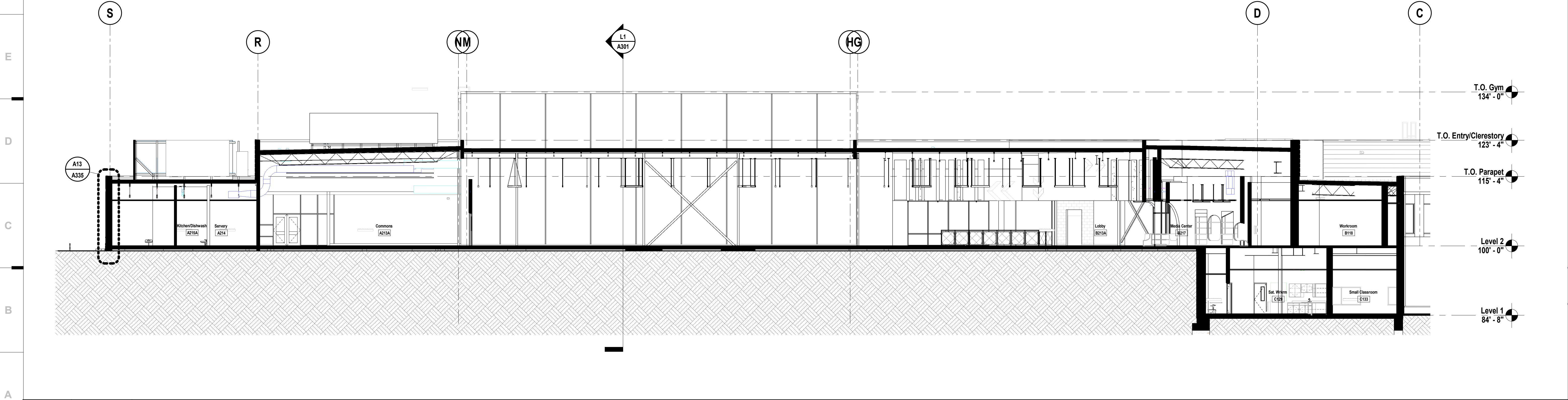


L1 Scale Building Section - Area A E/W
3/32" = 1'-0"

L10 Scale Building Section - Area C N/S
3/32" = 1'-0"



F1 Scale Building Section - Area B-C E/W
3/32" = 1'-0"



A1 Scale Building Section - Area A N/S
3/32" = 1'-0"

SHEET KEYNOTE LEGEND

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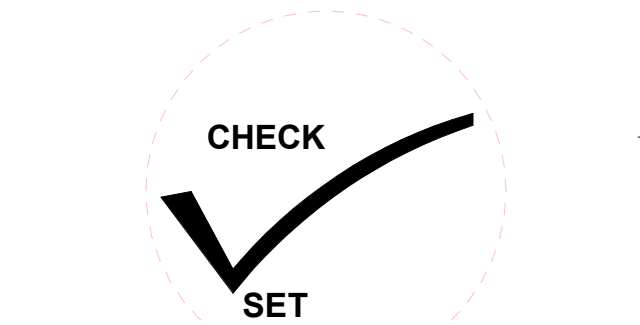
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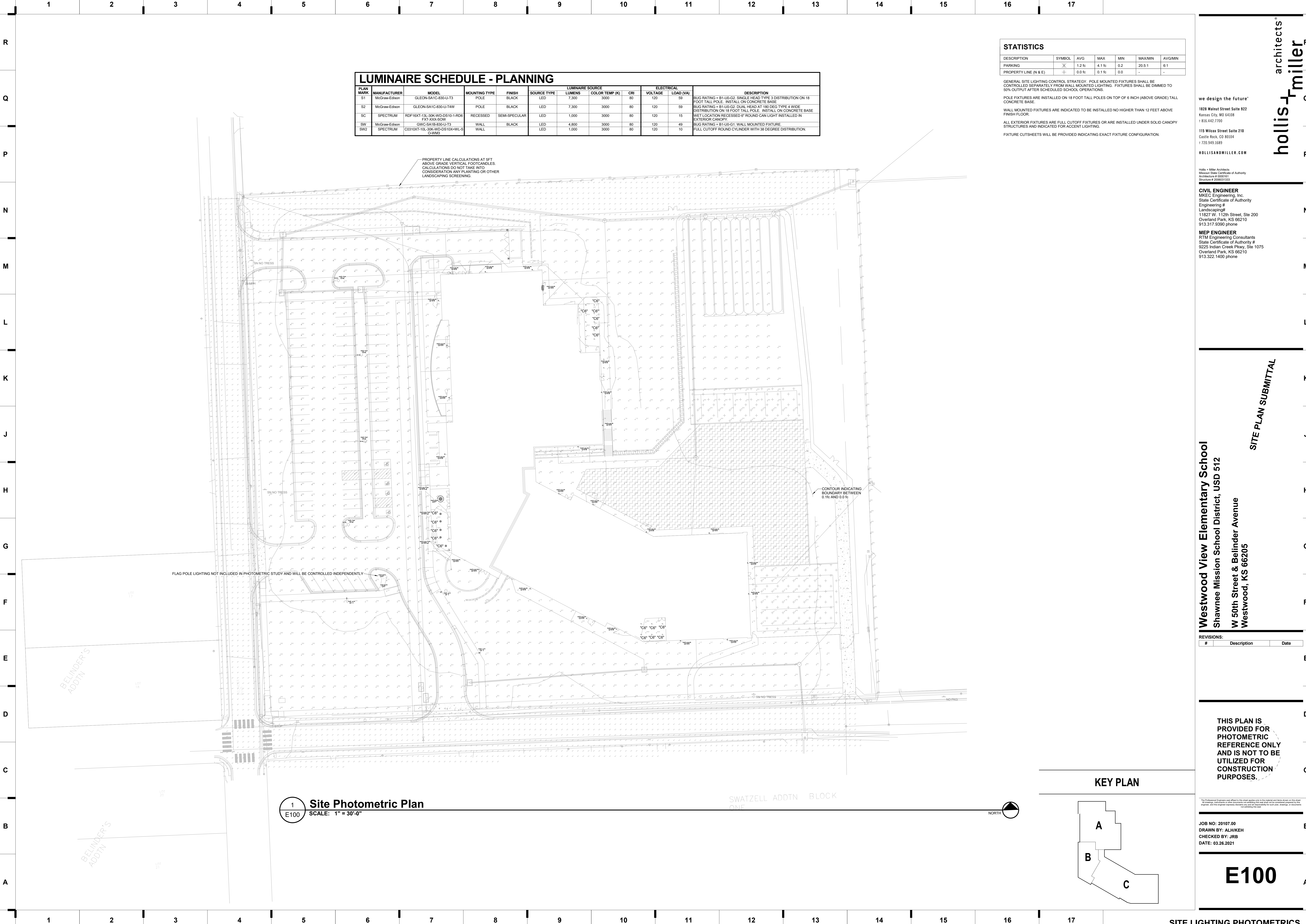
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A301

BUILDING SECTIONS

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LUMINAIRE SCHEDULE - PLANNING										
PLAN MARK	MANUFACTURER	MODEL	MOUNTING TYPE	FINISH	SOURCE TYPE	LUMENS	COLOR TEMP (K)	GRI	VOLTAGE	LOAD (VA)
S1	McGraw-Edition	GLEON-SA1C-430-U-T3	POLE	BLACK	LED	7,300	3000	80	120	59
S2	McGraw-Edition	GLEON-SA1C-430-U-T4W	POLE	BLACK	LED	7,300	3000	80	120	59
S3	SPECTRUM	RDF16XT-13L-30K-WD-DS10-1-RD6	RECESSED	SEMI-SPECULAR	LED	1,000	3000	80	120	15
SW	McGraw-Edition	GWC-SA1B-430-U-T3	WALL	BLACK	LED	4,800	3000	80	120	49
SW2	SPECTRUM	C0310XT-10L-30K-WD-DS10X-WL-S	WALL	BLACK	LED	1,000	3000	80	120	10
DESCRIPTION										
BUG RATING = B1-U0-G2. SINGLE HEAD TYPE 3 DISTRIBUTION ON 18 FOOT TALL POLE. INSTALL ON CONCRETE BASE.										
BUG RATING = B1-U0-G2. DUAL HEAD AT 180 DEG TYPE 1 WIDE DISTRIBUTION ON 18 FOOT TALL POLE. INSTALL ON CONCRETE BASE.										
WET LOCATION RECESSED 6" ROUND CAN LIGHT INSTALLED IN EXTERIOR CANOPY.										
BUG RATING = B1-U0-G1. WALL MOUNTED FIXTURE.										
FULL CUTOFF ROUND CYLINDER WITH 36 DEGREE DISTRIBUTION.										

STATISTICS						
DESCRIPTION	SYMBOL	AVG	MAX	MIN	MAX/MIN	AVG/MIN
PARKING	X	1.2 fc	4.1 fc	0.2	20.5:1	6:1
PROPERTY LINE (N & E)	+	0.0 fc	0.1 fc	0.0	-	-

GENERAL SITE LIGHTING CONTROL STRATEGY. POLE MOUNTED FIXTURES SHALL BE CONTROLLED SEPARATELY FROM WALL MOUNTED LIGHTING. FIXTURES SHALL BE DIMMED TO 50% OUTPUT AFTER SCHEDULED SCHOOL OPERATIONS.

POLE FIXTURES ARE INSTALLED ON 18 FOOT TALL POLES ON TOP OF 6 INCH (ABOVE GRADE) TALL CONCRETE BASE.

WALL MOUNTED FIXTURES ARE INDICATED TO BE INSTALLED NO HIGHER THAN 12 FEET ABOVE FINISH FLOOR.

ALL EXTERIOR FIXTURES ARE FULL CUTOFF FIXTURES OR ARE INSTALLED UNDER SOLID CANOPY STRUCTURES AND INDICATED FOR ACCENT LIGHTING.

FIXTURE CUTSHEETS WILL BE PROVIDED INDICATING EXACT FIXTURE CONFIGURATION.

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CHECKED BY: JRB
DATE: 03.26.2021

E100

SITE PLAN SUBMITTAL

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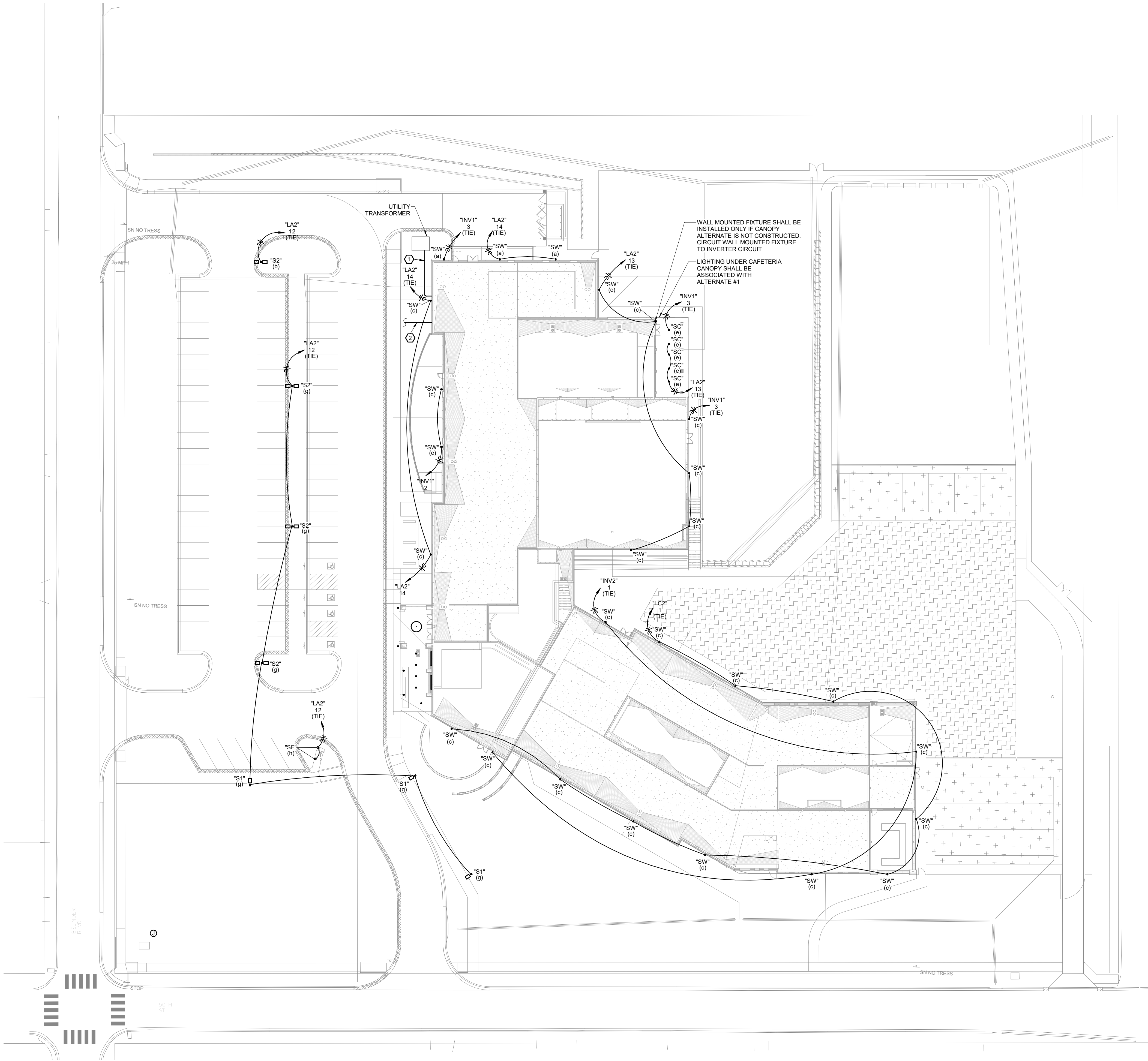
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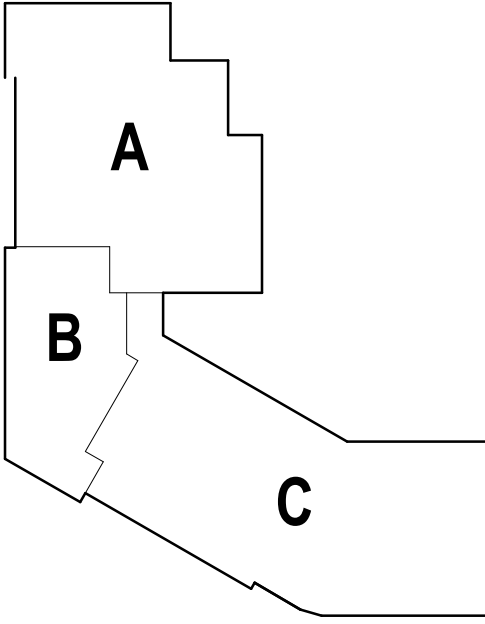


1
E101
Site Electrical Plan
SCALE: 1" = 30'-0"

SHEET KEYNOTE LEGEND

- 1 CONDUIT FOR ELECTRICAL SERVING "MSB". REFER TO 1/E221 FOR CONTINUATION INTO MAIN ELECTRICAL ROOM.
- 2 CONDUIT FOR TELECOMMUNICATIONS SERVICE. REFER TO 1/E221 FOR CONTINUATION INTO HEAD END ROOM.

KEY PLAN



Westwood View Elementary School
Shawnee Mission School District, USD 512
W 50th Street & Belinder Avenue
Westwood, KS 66205

REVISIONS:

#	Description	Date
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CHECK

SET

JOB NO: 20107.00
DRAWN BY: ALH
CHECKED BY: JB
DATE: 03.26.2021

E101

we design the future®

1828 Walnut Street Suite 922
Kansas City, MO 64108
1 816.442.7700

115 Wilcox Street Suite 210
Castle Rock, CO 80104
1 720.949.1689

HOLLISANDMILLER.COM

Hollis + Miller Architects
Missouri State Certificate of Authority
Architecture # 0000161
Structure # 2006031333

CIVIL ENGINEER
MKEC Engineering, Inc.
State Certificate of Authority
Engineering #
Landscaping #
11627 W. 112th Street, Ste 200
Overland Park, KS 66210
913.317.9390 phone

MEP ENGINEER
RTM Engineering Consultants
State Certificate of Authority #
9225 Indian Creek Pkwy, Ste 1075
Overland Park, KS 66210
913.322.1400 phone

hollis + miller architects®

SITE PLAN SUBMITTAL

COUNCIL ACTION FORM

Meeting Date: April 8, 2021

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

Agenda Item: Fence Variance Request – 4935 Belinder Ave.; variance requested for material, height, and placement.

Background / Description of Item

The Shawnee Mission School District's site plan provides for a 6' fence around the play areas made of vinyl-coated chainlink on the north and east sides of the property and of aluminum on the south side of the property. This application requires a variance for:

- A. Material – fences exceeding 4' in height are to be made of wood or live material (Westwood Zoning Ord. Section 4.3.9.A.2); and
- B. Height – a 6' fence would only be allowed in the rear yard of the property (Westwood Zoning Ord. Section 4.3.9.B.2).

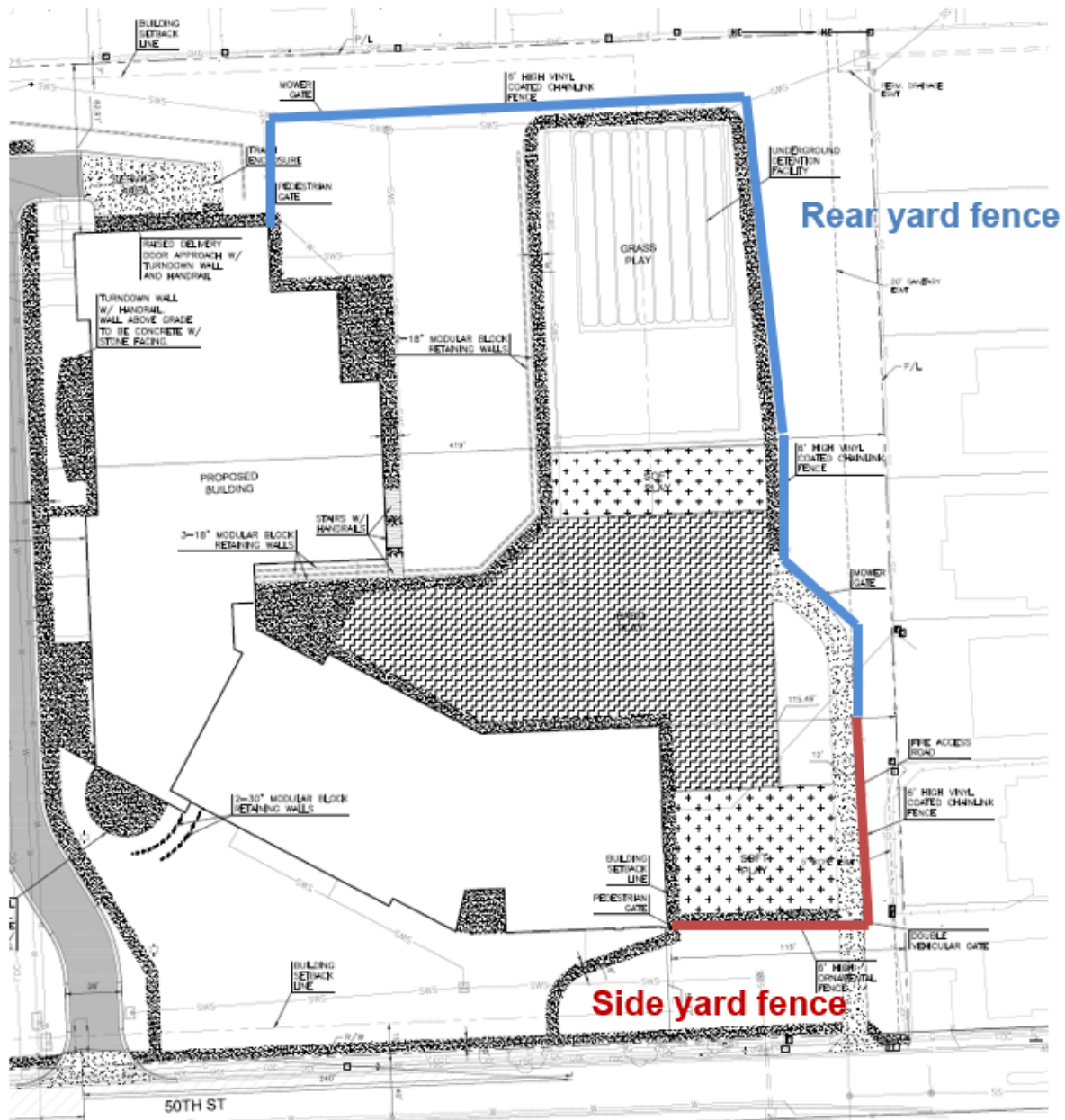
The City Council may approve fence variances pursuant to Westwood Zoning Ord. Section 4.3.9.F, and as set forth below.

4.3.9 Fence and Wall Standards

- F. *Fences or walls which would fail to comply with any other requirement of this Ordinance may be constructed and maintained, contingent upon the following:*
 - 1. *Application shall be made to the Governing Body, which shall study said application to determine the following:*
 - a. *the fence or wall will not adversely affect the general welfare of the immediate neighborhood in which the fence or wall is to be erected, taking into consideration factors including, but not limited to, the value of the property and the safety of residences in said neighborhood;*
 - b. *the appearance, location, and purpose of the proposed fence or wall;*
 - c. *the effect on adjoining properties;*
 - d. *the size of the area to be enclosed; and*
 - e. *the desirability of open views with regard to beauty, value and safety of the neighborhood; and*
 - f. *with respect to any fence on a lot adjacent to a street, a variance shall not be granted if the proposed fence would interfere with a safe view of the street for vehicular traffic, or would impair the view from any nearby driveway, or would extend closer to the street than the adjacent front yard setbacks.*
 - 2. *Said application must be approved by at least four of the five members of the Governing Body.*

Proposed Fence

An illustration of the proposed fence is provided below.



An image of a similar style of the proposed fence materials are shown below.

Rear yard fence



Side yard fence



Staff Comments/Recommendation

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

- a. Neighbor acknowledgement/consent – Not requested of the applicant by staff; however, thorough site plan review included robust public input opportunities and no negative comments about the fence material or height were heard by staff;
- b. ROW impediment – No;
- c. Established tree impact/removal – No; and
- d. Resulting sight lines issues - No.

As such, for the benefit of City Council's review and consideration of this variance application, staff does not find any grounds for denial based on these factors.

Suggested Motion

I move to approve the requested fence variance at 4935 Belinder Ave. to allow a 6' foot high vinyl-coated chain link fence in the rear and partial side yard, and 6' high ornamental aluminum fence in the side yard of the primary structure.

Application for a Fence Variance



City of Westwood
4700 Rainbow Blvd
Westwood, Kansas 66205
Phone: (913) 362-1550
www.westwoodks.org

TO THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

The undersigned hereby affirms:

- That he/she is the owner/duly authorized agent of the owner of the following described real property located at

4935 Belinder Avenue

in the City of Westwood, with the Legal Description

"A parcel of land in the Southeast Quarter of the Northeast Quarter of Section 3, Township 12 South, Range 25 East of the Sixth Principal Meridian, in the City of Westwood, Johnson County, Kansas, described as follows: Beginning at a point 172 feet North of the Southwest corner of said Southeast Quarter of the Northeast Quarter of said Section 3; running thence North 492.2 feet; thence East 575 feet; thence South 492.2 feet; thence West 575 feet to the place of beginning, subject to that part in road."

- That said premises are now located in a residential - R-1 District, and zoned accordingly under the Zoning Ordinances of the City of Westwood.

- That said premises are now being used as follows: _____

Currently is a station and is being developed for the new Westwood View Elementary School

- That the petitioner desires to erect a fence on said premises, as follows (also give reasons which, in the opinion of the petitioner, justify issuance of a fence variance): Along the south property line of the new elementary (along 50th Street) SMSD would like to install a new six foot tall ornamental aluminum fence in lieu of the required fencing to allow for visual transparency into the site for safety and security. Along the east and north property lines SMSD would like to install a six foot tall black vinyl coated chain link fencing which is a district standard. This will allow visual transparency to the playground and play fields in the rear of the school from the south, east and north to meet the district Safety and Security requirements

Wherefore, petitioner hereby applies for a variance to allow erection of a fence as follows: _____

SMSD would like to install a new six foot tall ornamental aluminum fence similar to Ameristar Fence Montage Commercial aluminum ornamental fence with the Majestic Top Rail style at the south property line and six foot tall black vinyl coated chain link fencing long the east and north property lines.

Date Filed _____

Accepted by _____

City Clerk

Date of Hearing _____

Decision _____

CITY OF WESTWOOD USE

Justin Durham

Owner-Agent Printed Name

Owner-Agent Signature

816.442.7700

Phone Number

COUNCIL ACTION FORM

Meeting Date: April 8, 2021

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

Agenda Item: Consider Proposal of GovBuilt to Provide Online Permitting and Licensing for the City

Background / Description of Item

The City's current process of permitting and licensing involves pdf forms published on the City's website, which then get emailed or brought in person to City Hall for review and processing. The review consists of multiple handoffs between members or staff and interdepartmental coordination conducted via email, phone, and in-person conversation and is paper-based. The applicant communication component of the process involves typically multiple emails, phone calls, or in-person visits to work through questions and coordinating to ensure that applications are complete and acceptable prior to final approval and permit issuance. Once approved, permits are issued in person at City Hall and payment is only accepted via cash or check; creating a common inconvenience for applicants and residents.

Given the changes in process the City adopted temporarily in 2020 in response to public health orders and guidance, providing a permanent contactless option for residents and contractors to apply for and receive permits and licenses from the City is a highly desirable course of action. Further, achieving process improvement while elevating and expanding our ability to provide excellent customer service is an added benefit to moving to a self-service online platform, like GovBuilt, which builds in a workflow function on the backend to allow for better coordination and communication amongst staff.

GovBuilt's solution is a Software as a Service (SaaS) subscription offerings that incorporate various software solutions for building, planning, inspections, and occupational licensing — all in a single system. This provides cities with an integrated solution that delivers citizens 24/7 access to government services and staff will have an automated system that eliminates manual processes and streamlines business processes enabling communication and collaboration across departments, citizens and third-party applications. GovBuilt applications are scalable to grow and adapt with the City.

GovBuilt has provided links to some of its sites active in other local governments and will be available at the meeting to provide a demonstration and also to answer any questions you may have.

Pottawatomie County: <https://pottcounty.govbuilt.com/>

Saline County: <https://saline.govbuilt.com/>

St George: <https://stgeorge.govbuilt.com/>

Staff (& Committee) Recommendation

In February, City Administration Department staff met with the GovBuilt team and received demonstrations and one-on-one conversations with GovBuilt development and sales staff and then introduced the platform to Police Department and Public Works Department staff. City staff has also performed a reference check with Saline County and received positive feedback about the company and product.

As the City of Westwood provides building official services to Westwood Hills and Mission Woods, Westwood staff has also been in contact with those communities to inform them of the City's conversations with GovBuilt and moving permitting services to that online platform.

On March 3rd, the Administration & Compensation Committee met with City staff and received a demonstration of the GovBuilt platform. Ultimately, the Administration and Compensation Committee arrived at consensus to recommend engaging with GovBuilt to the City Council for consideration.

If the City Council elects to move forward with GovBuilt, implementation would take two (2) months from kick-off and would include five (5) forms and workflows and City staff training. Following implementation, City staff would be able to build out unlimited additional forms, as needed, through the platform and ongoing tech support would be provided by GovBuilt as needed by City staff.

Budget Impact

Pricing

Westwood Investment	Implementation	Annually
GovBuilt Platform Installation	Development	Support & Hosting
Integration with Forte's Payment	\$200	\$200
First Year Investment	\$2,500	\$3,500

Total First Year Investment

\$6,200

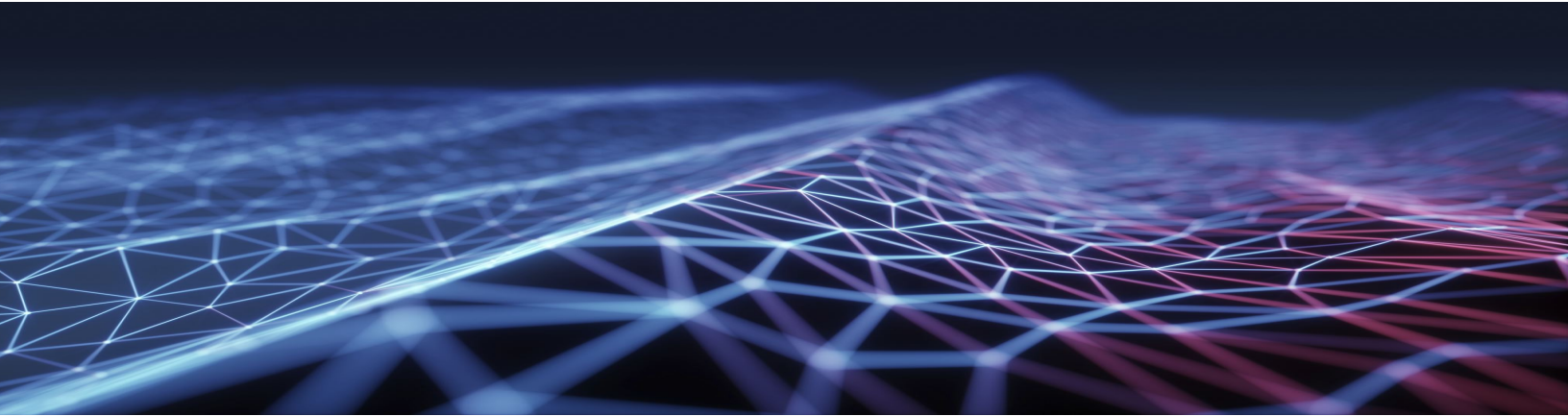
Year 2 & Beyond		Annually
Annual Subscription and Support		\$3,875

Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 2.

Although this expense is not budgeted in the City's 2021 budget, City staff understands this expense to be an eligible City expense under the American Rescue Plan and would budget for this ongoing expense in the fiscal year 2022 budget. In addition to the annual subscription to GovBuilt is the City's annual cost to engage directly with the credit card vendor, Forte, which cost is \$200/year and details of which relationship are detailed in a separate staff report and agenda item, directly following this report and item.

Suggested Motion

*I move to accept the proposal of GovBuilt to provide online permitting and licensing for the City
And to approve the Mayor to execute the Master Services Agreement.*



Connecting People & Government- Online Permitting and Licensing for the Modern City.

City of Westwood, Kansas

Addendum A

GovBuilt- Proposal

March 30th, 2021

April 7, 2021

Leslie Herring
City Clerk
4700 Rainbow Blvd.
Westwood, Kansas, 66205

Re: Overview of GovBuilt and our Permit and Licensing solutions

Leslie and Members of the City:

These are challenging times for the City of Westwood. You have come to realize that your current permitting and licensing system requires many manual processes and does not allow the City to extend services to your community online. As a result, you are considering new solutions to support the City's evolving needs.

GovBuilt will help you align with your technology goals and improve service to your citizens. By leveraging our solutions combined with the culmination of our experience working with government agencies, we are best positioned to help you transition to a modern, streamlined, efficient, and online solution.

Our enclosed overview shares how GovBuilt will help you engage with your community, integrate with current applications, and provide interdepartmental communication to satisfy the needs that are most important to your stakeholders.

We are confident that we offer the best solution to improve your business operations and provide better public access to quality services.

For any questions regarding this response or subsequent phases, please contact Robert Disberger - Consultant, at (785) 556-0110 or disberger@govbuilt.com.

Thank you for your consideration,

Robert Disberger

Understanding the City's Vision

The City of Westwood is looking for a modern, comprehensive, and integrated solution to improve your permitting process and provide responsive, transparent government services to your community through a public portal. We understand that your current system no longer meets the needs of the City. In response, the City has developed analog processes surrounding the current system leading to duplicative work. The system is also not conducive to interdepartmental collaboration.

GovBuilt proposes our Software as a Service Applications to meet your project goals. The GovBuilt's solution is a Software as a Service (SaaS) subscription offerings that incorporate various software solutions for Building, Code Enforcement, Inspections, and Business Licensing — all in a single system.

This provides you an integrated solution that delivers citizens 24/7 access to government services. Your staff will have an automated system that eliminates manual processes and streamlines business processes enabling communication and collaboration across departments, citizens and third-party applications. The GovBuilt Applications are scalable to grow and adapt with the City and provide you a long-term successful partnership.



Access government from anywhere, anytime.

Company Overview

Background

GovBuilt was formed in 2019. We are a privately held corporation with headquarters in Manhattan, Kansas. Our founders have over 40 years of combined public sector experience. They identified a gap in the market for an affordable comprehensive cloud-based solution for Permitting and Licensing. Many vendors offer similar solutions with growing cost and lengthy implementation timelines. After experiencing years of frustration shared by customers like you, GovBuilt was formed to enable digitization of regulatory processing with the ability to Go-Live quicker with comprehensive technology that delivers the future of government. Government is tasked with delivering more with less funding. GovBuilt is committed to delivering quality to municipalities of all sizes and budgets.

GovBuilt is here to serve you!

GovBuilt Delivers for Government

GovBuilt provides solutions to government agencies of all sizes; to automate and streamline regulatory processes for planning, building, licensing, service requests, and more.

2020 introduced a whole new set of challenges to municipal services from; closed offices and remote staff, to disconnected processes. GovBuilt is focused on making it easier to open and run your agency. With our comprehensive and 24/7 accessible solutions, the city will gain the ability to accept, process and approve permits and plans, from anywhere at anytime.

With GovBuilt, your city will have the flexibility, options, and scalability to enable innovation over time without the need to invest in new technology. Regardless of agency size or budget, our solution *streamlines and connects* services through; an online public portal, tailored workflow, integration with other city resources, status tracking, and access 24/7 from anywhere for remote workers.

- ➡ **The Public** will *engage and have easy access* to their government. They can *enjoy two-way conversations* citizen engagement, track statuses, and take part in the government decision-making process.
- ➡ **Customers** are encouraged to *build and deliver* innovative solutions that extend the value of GovBuilt's solutions. By taking advantage of our drag and drop work flow technology and easy to use form center, you can create and deploy enhancements, offering you the opportunity to control and determine a new online catalog of services.

Our Purpose

Enable the government of
tomorrow, today

Civic Engagement

Governments are tasked with serving their community and now more than ever, the current pandemic has highlighted the need for municipalities to enable access to civic services outside of city hall. Community leaders are taking notice and working to modernize online access and services to their communities. Online services must be comprehensive to replace the care and collaboration experienced face to face. Civic engagement:

- ➡ **Makes government available from anywhere.** Enable people and businesses to collaborate and manage key civic functions, when, where and how they want.
- ➡ **Modernizes government to meet the expectations of an E-Commerce world.** Provide a greater role for citizens in defining how, when and where they use public assets with opportunities for urban innovation.
- ➡ **Fosters trust, confidence, and involvement.** Leverage mobile devices so your public can report community problems, track applications or statuses, and offer solutions.

Solution Overview

GovBuilt provides top level, implementation services at an affordable rate to fit the City's expressed budget.

We offer a market leading platform in the cloud as a subscription service. Our Applications provide a set of features and functionality that have been designed for government and founded upon over 40 years of public-sector experience. The platform approach to technology is based upon modularity and enables organizations to develop an enterprise platform made up of individual components that are designed to work seamlessly with solutions from any vendor. There are several key attributes to platform technology; however, integration is the central theme.

Conclusion

GovBuilt is a gamechanger for public-sector regulatory software. Our mission is to provide government with solutions that enable efficiency, availability, access, collaboration, and security to connect citizens and government while easing pressure on constrained budgets. We appreciate this opportunity to earn your business and demonstrate why GovBuilt offers you the best solution to meet your online permitting, licensing, code enforcement requirements.

Project Understanding and Implementation Timeline

GovBuilt understands the City of Westwood's project goals to automate and streamline business processes, provide accessible and transparent government services, and engage with your community. GovBuilt strives to complete our implementation services in 2 months, some projects may add additional time to go-live, depending on the requirements of the agency. This section provides an overview of our proposed solutions and how they will automate the licensing and permitting processes to speed growth and development.

GovBuilt Permitting and Licensing

Accelerate the time to review and issue permits

Cities, like yours, are tasked with enhancing the safety, welfare, economic opportunities, and quality of life for your community. GovBuilt for Building & Safety Departments include; permitting, licensing, inspections, and code enforcement.

Within the process of application to permit approval, Building departments manage many steps. This process is lengthy and costly for both the agency and builder. Builders struggle to manage resources, budgets, and timeframes. Government leaders lack visibility on process statuses and timelines. Communities that encourage development and growth know the permitting process must be affordable, efficient, and simple to attract builders.

Our solution helps government to streamline and modernize their permitting, inspection, and code enforcement processes. We enable you to improve internal efficiency, enhance service delivery and transparency, ensure code compliance, and enhance the quality of development projects throughout your community.

Benefits of GovBuilt's Applications

- Go-Live sooner
- Increase community engagement & adherence to policies
- Easy to use and maintain
- Enable remote work, without sacrificing collaboration & time
- Pricing developed to meet constrained budgets without having to sacrifice functionality

The GovBuilt Solution includes features to save you time and make information easier to access.

<ul style="list-style-type: none"> Comprehensive tools and technologies included in our solution, including automation, online-facing portal, GIS, APIs, reporting, and document store 	<ul style="list-style-type: none"> Regulatory processes, including applications, licenses, permits, cases, complaints, violations, renewals, online payments, integrated calendars, etc.
<ul style="list-style-type: none"> Modern user interface, Public Access, APIs, and dynamic back office application 	<ul style="list-style-type: none"> Dynamic workflows, including inherent business logic and rules with full control and robust flexibility
<ul style="list-style-type: none"> Inspection checklists 	<ul style="list-style-type: none"> Push notifications and tailored wizards for online portal to ease application process for your community
<ul style="list-style-type: none"> Fee generation and payment adapters 	<ul style="list-style-type: none"> Create and design your own documents for permitting, planning etc.
<ul style="list-style-type: none"> Configurable dashboards, reports, and process management 	<ul style="list-style-type: none"> Control your process with easy to manage options and define your own terminology and business process for each record type
<ul style="list-style-type: none"> Role-specific functions and access management 	<ul style="list-style-type: none"> Flexible and Secure technology that enables you to quickly and easily manage your ever-changing processes, fees and forms

Features of the GovBuilt Solution

This solution meets best practice regulation and improves these processes. Every state and local jurisdiction does their best to ensure code compliance and enhance the quality of development projects. GovBuilt's solution enhances your city's ability to meet the evolving needs of your community and delivers continuous technological enhancement to meet the speed of change.

Permitting & Licensing

GovBuilt's solution moves traditional counter services online to save time for public users. It reduces the processing time; from days or weeks, to hours and even minutes:

- ➡ Public users submit permit applications within a secure online portal
- ➡ Builders access municipal services from any connected device, anywhere
- ➡ Applicants upload all relevant documents and plan approvals for the permit within the online portal
- ➡ Online and automated fee calculation and payment processing
- ➡ Check list for inspections
- ➡ 24/7 access to plan review comments, inspection history, and permit status
- ➡ Business Licenses

GovBuilt's comprehensive solution automates the review and route of permit applications:

- ➡ All associated records and documents stay with the electronic case file
- ➡ Integrations with other systems allow the reviewers to view all related data to make informed decisions efficiently and accurately
- ➡ GIS integration provides a myriad of actions and views to assess and leverage location-based information
- ➡ Ensures data quality and eliminates paper-based documentation
- ➡ Provides configurable dashboards that enhance visibility of status and process metrics for management

Code Enforcement

GovBuilt's solution helps you manage enforcement cases. GovBuilt enables better service to the public, efficiently, and at a lower cost.

- ➡ Flexibility to use any connected device, ensures your code officers can process code cases from anywhere and at any time.
- ➡ Integrates to other City systems, so all relevant data is accessible to leverage and ensures code officers can make the most informed decisions in real time.
- ➡ Provides comprehensive functionality for field workers to increase productivity.

Statement of Work

First Year Services

- Installation of GovBuilt Platform
- 5 Workflow Modules built by GovBuilt
- 5 forms built by GovBuilt
- Unlimited forms and work-flows built by Westwood
- Training - 6 hours (definitions, design, enhancements, best practices, and future development)
 - Advanced Forms
 - Permitting, Licensing and Code Enforcement
 - Workflows
- Support 7 AM - 9 PM by Westwood contact personnel via Email, or Phone

Enhancements Not Included

- Integration with Building Permit Access Database
- Integration with data storage and retrieval system
- Integration with GIS and mapping system
- Additional Platform Training

All change orders and Integrations will be discussed, scoped, estimated, defined and approved by Westwood officials. Development rate will be \$100.00 per hour.

Pricing

Westwood Investment	Implementation	Annually
GovBuilt Platform Installation	Development	Support & Hosting
Integration with Forte's Payment	\$200	\$200
First Year Investment	\$2,500	\$3,500

Total First Year Investment \$6,200

Year 2 & Beyond		Annually
Annual Subscription and Support		\$3,875

Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 2.

Regular pricing would be figured at \$5,000 annually for GovBuilt's platform. Westwood is receiving special introductory pricing as a marquee client.

Why Choose GovBuilt

GovBuilt believes in the work that you do, and we understand the challenges that Cities like Westwood are faced with. We value our customers and we are committed to delivering our fully comprehensive solutions while maintaining affordability. GovBuilt will provide you with the value of a fully integrated, scalable, record centric solution. We are prepared to integrate our application to your current enterprise ecosystem. We host our application in Azure cloud, which offers 99.5% availability, security, scaling, and accessibility.

Our proposed solution grows and changes with you. You are not limited to only the out-of-the-box modules that are rigidly defined by other competitors. This offers you endless possibilities for business-unit segmentation while still leveraging the enterprise capabilities of our applications.

Master Services Agreement

This Master Services Agreement ("Agreement") is agreed to by and between GovBuilt, and Westwood, KS ("Client") jointly, ("Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, GovBuilt is engaged in the business of developing, marketing and selling custom permitting, licensing and a proprietary custom content type platform. Additional services include integration solutions for data storage, retrieval, financial payment systems, and GIS build out. Development of custom content type build out with proprietary software modules. Design, consulting, project development, implementation, support and hosting.

WHEREAS, Client wishes to engage in a relationship with GovBuilt for such services and/or license for use of proprietary software developed and owned by GovBuilt;

WHEREAS, Client and GovBuilt have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and GovBuilt agree as follows:

Statements of Work

1. GovBuilt agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23. GovBuilt agrees that during the term of this agreement that it shall use commercially reasonable efforts to remedy and service or deliverable failures in a timely manner.

Ownership & Content Responsibility

2. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any module content, importable/exportable data, and archived information as created by GovBuilt on behalf of Client pursuant to this Agreement).
3. Upon completion of any SOW Project Development, Client will assume full responsibility for Platform, module content maintenance and administration. Client, not GovBuilt, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
4. Client agrees that GovBuilt shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive in relationship to license or permitting.
5. Client will make a reasonable attempt to work with GovBuilt, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide GovBuilt with contact information for local and regional media outlets. GovBuilt may use the press release in any marketing materials as desired throughout the term of this Agreement, however, the decision by Client to work with GovBuilt under this provision shall be in the sole discretion of Client and such cooperation may be withheld by Client for any reason sufficient to Client.



1310 Westloop PI Ste A, Box 254
Manhattan, KS 66502
Support: 785-251-8006

Intellectual Property & Ownership

6. Intellectual Property of any software or other original works created by GovBuilt prior and after to the execution of this Agreement will remain the property of GovBuilt.
7. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any GovBuilt Property in any way; (ii) modify or make derivative works based upon any GovBuilt Property; (iii) create Internet "links" to the GovBuilt Property software or "frame" or "mirror" any GovBuilt Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any GovBuilt Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any GovBuilt Property, or (c) copy any ideas, features, functions or graphics of any GovBuilt Property. The GovBuilt name, the GovBuilt logo, and the product and module names associated with any GovBuilt Property are trademarks of GovBuilt, and no right or license is granted to use them.
8. All documents (digital or paper), emails, notes and images provided by the Client or created by GovBuilt for the project will be owned by the Client. Data does not include Source Code added to the GovBuilt Platform.

Invoicing & Payment Terms

8. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request GovBuilt will mail invoices and the Client will be charged a \$5.00 convenience fee.
9. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
10. If a client change in timeline causes GovBuilt to incur additional expenses (i.e. airline change fees), Client agrees to reimburse GovBuilt for those fees. Not to exceed \$1,000 per GovBuilt resource per trip.

Taxes

11. It is GovBuilt's policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide GovBuilt proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and GovBuilt has the right to collect payment from the Client for past due taxes.

Indemnification

12. To the extent permitted by the law of Client's state, Client and GovBuilt shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the indemnifying party's acts and omissions associated with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the GovBuilt provision of service and performance under this Agreement.



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Liabilities

13. GovBuilt will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client

14. GovBuilt will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

15. Client will not be liable for any failure of performance that is caused by or the result of any act or omission by GovBuilt or any entity employed/contracted on GovBuilt's behalf.

15. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the platform or online service provided by GovBuilt. Client further agrees that GovBuilt has no responsibility for the use or storage of end-users' Personal Data in connection with the platform or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

16. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and usernames. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any GovBuilt Property or under Client's account. GovBuilt will act as though Client will have sent any Electronic Communications it receives under Client's passwords, username, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any GovBuilt Property and shall promptly notify GovBuilt of any unauthorized access or use of GovBuilt Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

a. **GovBuilt's Use of Client's Data.** Unless it receives Client's prior written consent, GovBuilt: (a) will not access, process, or otherwise use Client Data other than as necessary to facilitate the maintenance and operation of the SOW; and (b) will not intentionally grant any third party access to Client Data.

b. **Protection of Client Data.** GovBuilt will use commercially reasonable, industry standard administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Client Data, including implementation of measures designed to prevent unauthorized access, use, modification, disclosure and loss of the Client Data.

17. Client and GovBuilt shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any GovBuilt Property.

Force Majeure

18. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Term & Termination

19. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work("SOW").



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20. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.
21. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
22. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Other Documents

23. The SOW and Description are attached as Addendum A to and made part of this Contract.

24. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:

- A. Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).
- B. Any Future Change Orders approved by both parties.

Miscellaneous Provisions

25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
26. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

Interlocal Purchasing Consent

27. This Agreement and any attached SOWs may be extended to any public entity in any other state within the union with a population below 1,500 to purchase at base SOW prices minus any special discounts in accordance with the terms stated herein.

Client Signature Date

Matt K 04/06/21
GovBuilt Signature Date

Additional Client Signature if Needed



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COUNCIL ACTION FORM

Meeting Date: April 8, 2021

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

Agenda Item: Consider Entering into a Payment Processing Agreement with Forte for Online Payments

Background / Description of Item:

A component of moving to GovBuilt for the City's permitting and licensing services is the acceptance of payment online, via credit card and electronic check. Forte is GovBuilt's preferred vendor for payment processing and the City has engaged directly with Forte to work out the terms of an agreement should the City Council elect to engage them.

Staff (& Committee) Recommendation:

City staff and the Administration and Compensation Committee explored vendors for processing online payments in November 2020 and so has recent comparables for evaluating options, as illustrated in the table below.

	Forte	Paylt	PayPal
Transaction Fee	2.5%/transaction or \$1.95, whichever greater	\$2.00 + 2.5%/transaction	\$.30 + 2.9%/transaction
Credit Card Reader	\$299.00	\$12,600.00	\$80.00
Electronic Check Fee/ACH	\$1.75 - \$6.00	\$1.25/payment	Not available w/ City's subscription type

Although the decision does not need to be made today, staff recommends the City Council consider Forte's Service Fee Model, where the citizen pays a service fee for processing their transaction and the City absorbs no cost. Staff makes this recommendation with the understanding that this is now a common expectation of those making online payments and as paying with credit card or electronic check/ACH are only options in addition to the conventional methods of paying for permits and licenses: cash and convention check, which will still be acceptable forms of payment. If the City Council elects to move forward with Forte and the Service Fee Model, City staff would update its fee schedule at the time of GovBuilt implementation.

Budget Impact:

Although Forte does not charge any annual fees, the annual cost to integrate Forte with GovBuilt is \$200 and, although this expense is not budgeted in the City's 2021 budget, this expense would, with GovBuilt's implementation/outlay costs, be covered by American Rescue Plan funding. Moving forward into 2022 and beyond, this expense would be budgeted.

Recommended Motion:

I move to approve the Mayor to execute the Payment Processing Agreement with Forte.



PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- **Absorbed Model** - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2..50% of the payment amount with a minimum fee of \$1.95 whichever is greater.

Visa Debit Card \$ 3.95 to tax payments only.

Electronic check

Includes Forte Verification for known accounts

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover	*Pass Thru pricing + \$0.10 + .30bpts*	Per Transaction
American Express	*Pass Thru pricing + \$0.12	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per Transaction
Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.00	No Charge - Waived
Gateway Fee	\$0.00	No Charge - Included
ACH Fee-debits/credits	\$0.25 w/o Forte Verify \$0.50 with Forte Verify	Per Transaction
ACH Return Fee	\$2.00	Per Return
Statement Fee	\$5.00	Each Month per merchant account



*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your

office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
Total # of transactions processed by per item fee

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
VeriFone Vx520 EMV Terminal		\$299.00 per terminal plus shipping
VeriFone Vx520 Hybrid Cable Requirement	Used for Hybrid Load Terminals	\$24.95
MagTek eDynamo		\$155.00 per device plus shipping
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users \$0.00
Set-Up Fee	Configuration, Implementation, Training	WAIVED

Select pricing option desired: **Absorbed Pricing** **Service Fee Pricing**

☐☐

*Required Merchant Signature: _____

Date _____

From: [Peggy Compton](#)
To: [Leslie Herring](#)
Subject: Westwood-Forte
Date: Tuesday, March 30, 2021 9:57:14 AM
Attachments: [Forte Government Application 2021 v1.pdf](#)
[Std. Gov Merchant PPA with AMEX 1018.docx](#)
[2020 v2 Forte Pricing.pdf](#)

Leslie,

I appreciate your time to cover the details with Forte. Please make note on the pricing sheet it states both a Convenience fee (citizen pays fees) and absorb fee (city pays fees)

Below is a recap of our conversation :

- Forte offers a service fee model and an absorbed model. Service fee the citizen pays the fees.
- For all payments we will issue a MID (merchant ID number) for each entity. Separate MIDS allow for better reconciliation and you know what monies have been deposited to each MID.
- No annual fees, maintenance fees, or termination fees.
- The Service fee will be calculated automatically based on the principal amount of the payment being made. You do not need to calculate the service fee for Forte does this automatically in all payment channels.
- The principal amount of the payment will be split off and deposited into an account designated by the county. The service fee monies will be split off and direct deposited into a Forte account.
- We batch a day's business midnight to midnight cut-off time for all credit card and echecks. We deposit transaction 2 days (48 hr.) from origination date. Weekend and federal bank holiday allow 72 hours All cards to include American Express will be deposited.
- For online and phone (IVR) payments the client has the advantage of offering echeck payments. Echecks allow the convenience of using your check as a payment option. (See attached Pricing Schedule)
- Our echeck acceptance come with Forte Verify and a tiered schedule (should you choose to accept E checks) Forte Verify works on three levels to verify checks. First, it can query known accounts to validate routing and account numbers. Secondly, it verifies that the account is open/active with a penny or more available (we do not know if there is enough to clear the item) but we do know it has activity. Lastly, we validate the account against the bad/good check writers list. If there is a history of bad check writing, we can decline the payment at the time of the transaction. This is not a check guarantee service, yet a high level of authorization used by many national companies. We are NACHA compliant.
- Daily we email you an Auto Daily Transaction Report that details all payments made to

make reconciliation easy and seamless.

- Forte understands the government space for we specialize in processing payments for thousands government entities both small and large.

Advantages of partnering with Forte:

- **Reduce in Person Payments:** The payment process saving time, money, and reduces human error. This allows for quicker transaction processing time, creating happy customers and staff.
- **Real time transaction review:** Our “real time” reporting system allows access to see, search, review, void, and reverse transaction immediately.
- **Reporting:** Provides a host of reports for your review of all transactions. Additional reports can be created and customize according to your needs.
- **Increased security:** Our “real time” reporting system uses a hierarchy system that allow the designated administrator to assign levels of access to each staff member.
- **Employee safety:** With credit card and/or E-check acceptance there is less cash onsite and additional to decrease non face to face payments.
- **Our Implementations Team:** They will work with your designated Project Manager to ensure your account is setup and your staff is trained on how to best utilize our “real time” reporting system.
- **Our Technical Support Team:** They work to ensure you receive your equipment, provide remote training on how to install, test, and use the equipment. This would also be the team to support you with your technical support needs.

Enrollment Documents Enclosed: These are document needed to establish a Forte Account. All require a signature.

- PPA - Agreement – This WORD document allows for edits directly on the agreement.
- Application– We will need the average transaction, maximum transaction, and annual gross collection completed. Also contact information for Forte communication.
- Pricing –Outlines pricing for the service fee model.

Sincerely,
Peggy



Peggy Compton

Government Sales Executive | Forte, a CSG Company

Peggy.Compton@csgi.com

469-393-6591

[Forte Payment Systems](#)



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PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is entered into as of the date last signed below (the “Effective Date”) by and between **CSG Forte Payments, Inc.** (“FORTE” or “Party”), a Delaware corporation, and **City of Westwood** (“AGENCY” or “Party”).

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House (“ACH”), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks,

patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 **Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 **Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY

like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide [REDACTED] ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule attached hereto and Schedule 1, attached hereto and incorporated herein by reference, or any amendments thereto. Pricing

which utilizes an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing which utilizes a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing which utilizes a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts, that shall be no less than commercially reasonable efforts, to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Kansas. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix D, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:

CSG Forte Payments, Inc.
500 W. Bethany Drive, Suite 200
Allen, TX 75013
Attn: Chief Counsel

Notices to AGENCY:

City of Westwood
4700 Rainbow Boulevard
Westwood, KS 66205
Attn: _____

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid

term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

CSG FORTE PAYMENTS, INC:

CITY OF WESTWOOD:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial

information directly or indirectly related to the disclosing Party's company(s) or investments or its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions

and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B

ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act (“FCRA”) as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE’s contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C

ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D

AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).

- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.
- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from

Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

SCHEDULE 1

PRICING FEE SCHEDULE

1. Service Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

- a) 2.5% of the payment amount with a minimum fee of \$1.95, whichever is greater
- b) Visa Debit Card: \$3.95 to tax payments only

Electronic check – online WEB payments (Includes Forte Verification for known accounts)

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction


2. Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover	*Pass Thru pricing + \$0.10 + .30 bpts*	Per Transaction
American Express	*Pass Thru pricing + \$0.12	Per Transaction
Forte Protect (End-2-End Encryption)	\$0.10	Per Transaction
Chargeback Fee	\$25.00	Per Chargeback
Batch Fee	\$0.00	No Charge - Waived
Gateway Fee	\$0.00	No Charge - Included
ACH Fee-debits/credits	\$0.25 w/o Forte Verify; and \$0.50 with Forte Verify	Per Transaction
ACH Return Fee	\$2.00	Per Return
Statement Fee	\$5.00	Each Month per merchant account

* Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from Payment Associations. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to AGENCY's office and includes total transaction volume processed multiplied by basis points "bpts"; total number of transactions processed by per item fee.

3. Equipment and Service Pricing:

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
VeriFone Vx520 EMV Terminal		\$299.00 per terminal plus shipping
MagTek eDynamo		\$155.00 per device plus shipping
VeriFone Vx520 Hybrid Cable Requirement	Used for Hybrid Load Terminals	\$24.95
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users \$0.00
Set-Up Fee	Configuration, Implementation, Training	Waived

WESTWOOD					
March 2021					
ACTIVITIES / OFFENSE	THIS MONTH	21-YTD	20-YTD	21-Avg	CHANGE
<i>PART I CRIMES</i>					
MURDER					No Change
RAPE					No Change
ROBBERY		1		0.33	1
<u>BURGLARY</u>					
BUSINESS		1		0.33	1
RESIDENTIAL			1		-1
VEHICLE	2	3	2	1.00	1
MOTOR VEH THEFT		1	2	0.33	-1
LARCENY / THEFT		3	6	1.00	-3
ASSAULT / BATTERY			1		-1
<u>ARRESTS</u>					
FELONY		1		0.33	1
MISDEMEANOR					No Change
TRAFFIC	1	1	2	0.33	-1
DRUG	3	5		1.67	5
DUI		1		0.33	1
WARRANTS	9	20	7	6.67	13
CONFINED			3		-3
<u>SUMMONS</u>					
HAZARD	17	50	209	16.67	-159
NON-HAZARD	47	177	534	59.00	-357
DUI		1		0.33	1
ORD. VIOLATION	15	39	2	13.00	37
<u>ACCIDENTS</u>					
NON-INJURY	3	5	4	1.67	1
INJURY		1	2	0.33	-1
PRIVATE PROPERTY		1		0.33	1
ADMIN.DUTIES-PD	7	53	52	17.67	1
ADMIN.DUTIES - CITY	1	8		2.67	8
ALARM	10	30	12	10.00	18
ANIMAL	6	15	4	5.00	11
ASSIST - POLICE	11	17	7	5.67	10
ASSIST - PUB MOTOR	13	46	12	15.33	34
BLD. CHECK-SHAKE	3	3		1.00	3
BLD. CHECK-PATROL	1435	4182	3200	1394.00	982
BUSINESS CHECK	391	1093	77	364.33	1016
CIVIL MATTER	1	1		0.33	1
EXTRA PATROL HAZARD					No Change
EXTRA PATROL NON HAZ					No Change
EXTRA PATROL DUI					No Change
EXTRA PATROL ORD.					No Change

WESTWOOD

March 2021

ACTIVITIES / OFFENSE	THIS MONTH	21-YTD	20-YTD	21-Avg	CHANGE
CRIMINAL DAMAGE		1	1	0.33	No Change
DISTURBANCE		1	2	0.33	-1
DISORDERLY CONDUCT					No Change
FIELD INTERVIEW FORM					No Change
FIRE	3	4	1	1.33	3
FOLLOW UP	11	27		9.00	27
INFO / INVEST	10	31	11	10.33	20
JUVENILE	1	3	1	1.00	2
MENTAL HEALTH					
SUICIDE					No Change
ATT SUICIDE					No Change
INVOLUNTARY COMMITMENT					No Change
ALL OTHER MENTAL HEALTH	1	2		0.666666667	2
MEDICAL CALL	12	51	20	17	31
NATURE UNKNOWN			1		-1
NOISE COMPLAINT		1	2	0.33	-1
OPEN DOOR	4	4	15	1.33	-11
ORD. COMPLAINT	4	4		1.33	4
ORD. VIOL WARNING					No Change
ORD. VIOL LETTER					No Change
OTHER		1		0.33	1
PED. CHECK		1		0.33	1
PUBLIC SERVICE	9	69	31	23.00	38
RECOVERED PROP		1		0.33	1
RESIDENCE CHECK	60	91	69	30.33	22
SUSPICIOUS SUBJECT	3	10	8	3.33	2
VEH CHECK OCCUPIED	1	4	4	1.33	No Change
VEH CHECK UNOCCUPIED	7	34	12	11.33	22
TELE. CALL HARASS					No Change
TELE. CALL THREAT		2		0.67	2
TRAFFIC COMPLAINT	2	7	3	2.33	4
TRAFFIC WARNING	59	4	78	1.33	-74
UNATTENDED DEATH		1		0.33	1

Total Activity

2011

Last Year - YTD Activity

3563

Year to Date Activity

5813

Difference in Activity

2250

Total Monthly Summons

79

Hazardous Summons Percentage

22%

**WESTWOOD
INCIDENT SUMMARY**

BURGLARY TO AUTO

CASE NO: 21-0048	LOCATION: 2001 W 47th Pl
DATE : 03/05/2021	
ACTIVITY: Unknown suspect(s) took the vehicle key from a coat pocket and used it unlock the vehicle and gain access. Several items were removed from the vehicle including a wallet and all the contents.	

CASE NO: 21-0066	LOCATION: 2825 W 49th St
DATE : 03/30/2021	
ACTIVITY: Unknown suspect(s) broke out passenger window and removed a pocket knife, a tool and paperwork.	

WESTWOOD
COURT SUMMARY
MARCH, 2021

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
March 05, 2021	20	00	\$ 1,850.00	13	12
March 19, 2021	31	05	\$ 3,185.00	13	16
March 26, 2021	15	08	\$ 4,221.00	04	00
TOTALS					
March 2021	66	13	\$ 9,256.00	30	28
March 2020	176	20	\$16,351.00	284	03
TOTAL (\$ 9,256.00) less					
* Kansas DL fees:					\$ 122.00
* Judges Training Fund:					\$22.00
* LET Training Fund:					\$ 492.50
* Comm Corrections Fee:					\$ 0.00
* Seat Belt Fund:					\$00.00
March 2021 TOTAL:					
					\$ 8,619.50

Y.T.D. TOTALS 2021		Y.T.D. TOTALS 20	
ARRAIGNMENTS:	207	ARRAIGNMENTS:	483
TRIALS	45	TRIALS:	65
LETTERS:	114	LETTERS:	415
WARRANTS:	91	WARRANTS:	65
FINES:	\$24,847.50	FINES:	\$60,127.65
KS DL FEES:	\$325.00	KS DL FEES:	\$691.00
JUDGES FUND:	\$59.50	JUDGES FUND:	\$172.50
L.E.T.FUND:	\$1,344.50	L.E.T FUND:	\$3,867.50
COMM CORRECTIONS:	\$ 0.00	COMM CORRECTIONS:	\$0.00
SEAT BELT FUND:	\$0.00	SEAT BELT FUND:	\$120.00

To: Governing Body
From: John Sullivan, Director of Public Works
Date: April 6, 2021
Re: Monthly Status Report

- 2019 (formerly 2018) Street and Storm water Improvement Projects: We are scheduling a meeting with the contractor to present a punch list for replacement of faulty work.
- W. 47th Street Project: GBA is nearly finished with the survey. I will be meeting with the Engineer for an update.
- Annex Street Preliminary Design: The plans are finished. I have finally received information from KCMO about the Interlocal Agreement. It is going to the legal department and once reviewed will go to the Council which will take another 4 to 6 weeks. Once received it will have to go to the AG's office in Topeka for review and signature. At this rate I am anticipating bidding to occur in June at the earliest.
- State Line CARS Project: I have finally received information from KCMO about the Interlocal Agreement. It is going to the legal department and once reviewed will go to the Council which will take another 4 to 6 weeks. Once received it will have to go to the AG's office in Topeka for review and signature. At this rate I am anticipating bidding to occur in June at the earliest.

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, MARCH 2021
DATE: APRIL 6, 2021

Some of the activities for Public Works in March include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the City; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the City at various meetings to include: No meetings this month.
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood with regard to utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department's daily functions.
11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We patched potholes in various locations.
15. I attended briefings related to COVID 19 pandemic via Zoom.
16. We are performing COVID 19 related sanitation at City Hall related to court.
17. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
18. Mitch is attending monthly Safety Committee Meetings.
19. We repaired a streetlight at W. 50 Terrace and Mission Road.
20. We installed (4) dog waste stations, two at 5050 Rainbow, one at W. 50th & Belinder and one at W. 50th and Mission Rd.
21. We reinstalled the yard hydrant and installed a backflow preventer per WaterOne at 5050 Rainbow Blvd.
22. We painted the water trailer, installed new pump.
23. We checked and cleaned the stormwater inlets.

24. We removed a dead tree at Joe Dennis Park.
25. We installed new signs at 5050 Rainbow addressing dog leash requirement.
26. We installed replacement light fixtures in the Sallyport.
27. We replaced the backup batteries on the outdoor warning siren.
28. We inspected all of the street signs in the city and made a list of needed replacements.
29. We completed an inventory of the street signs on hand for replacements.
30. We began property cleanup to include raking leaves, shrub trimming, ornamental grass trimming and general weeding.
31. We retrieved the standby generator from the Entercom site.
32. We removed a large fallen tree from the roadway in the 2500 block of W. 51st Terrace.
33. We removed (3) dead trees from City Hall and the lot across from City Hall.

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

COUNCIL ACTION FORM

Meeting Date: April 8, 2021

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Consider Executing an Agreement with the Johnson County Board of County Commissioners for the 2021 Stormwater BMP Cost-Share Program.

Background / Description of Item

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

Staff Recommendation

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

Suggested Motion

I move to authorize the Mayor to execute the 2021 Agreement for Stormwater BMP Cost-Share Program with Johnson County.

Agreement

For Stormwater BMP Cost-Share Program

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Westwood, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the ____ day of _____, 2021.

Recitals

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

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

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

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

Agreement

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

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of April 15, 2021, and shall expire on January 31, 2022. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

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

City of Westwood, Kansas

Johnson County Public Works Department

David E. Waters
Mayor

Brian Pietig
Director of Public Works

Approved as to form:

Approved as to form:

Ryan Denk
City Attorney

Robert A. Ford
Asst. County Counselor

Attest:

City Clerk
Leslie Herring

EXHIBIT A

Contain the Rain in Johnson County

2021 Stormwater Best Management Practices Program Requirements

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

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

Program Applicant Conditions

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arboday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
 - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained. Project and costs must be complete in the funding year.
 - b. All reimbursements are on a first come, first serve basis until funding runs out.
 - c. Applicant is responsible for all project costs.
 - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2021.
8. For Rain Gardens and Large Native Plants Installations (greater than \$200 reimbursement):
 - a. Pre-approval is required before any work can begin.
 - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.

- c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
- d. Implementation of the approved project is the sole responsibility of the applicant.

Instructions to Apply for Reimbursement for Rain Gardens

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

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

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

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

Contact Information:

Claire Zimmerman
Bridging The Gap
1427 W 9th Street, Ste 201
Kansas City, MO 64101
Claire.Zimmerman@bridgingthegap.org
816.561.1085

COUNCIL ACTION FORM

Meeting Date: April 8, 2021

Staff Contact: David E. Waters, Mayor

Agenda Item: Consider Mayoral Appointment to the Westwood Planning Commission

Background / Description of Item

The members of the Westwood Planning Commission are appointed by the mayor, with the consent of the Governing Body, and serve a term of three (3) years each (16.1.4.2).

In March 2020, the City established a February term expiration date to better conform to the November local-election cycle as new appointments or reappointments are made to the Planning Commission.

Planning Commission & BZA	Date Appointed	Term Expiration Date
Trent Robinett	Dec 2010	May 2021*
Matt Prout	May 2017	February 2022
Tony Atchity	Sept 2013	February 2022
Vacant**		February 2022
Samantha Kaiser	November 2020	February 2023
Sarah Page	May 2017	February 2023
Vacant***		February 2023
M Scott Weaver	May 2018	February 2024
Kevin Breer	May 2015	February 2024

*Section 16.1.4.2 of the Westwood Zoning Ordinance provides for one non-resident, non-voting ex-officio member. As this provision has not been observed in recent past, it is recommended that the Planning Commission review this section of the Zoning Ordinance during its work currently underway to identify areas for review and suggested revision with the Zoning Ordinance. Until such time as this provision is either removed or formally revisited by the Planning Commission, Commissioner Robinett's term will be allowed to expire and he has agreed to continue serving until such time that he fulfils his current plans to move outside the city limits of Westwood or the Zoning Ordinance is updated to reflect its current history of appointing only residents of Westwood.

**Planning Commission Chair Rob Junk stepped down from the Planning Commission on April 5, 2021, effective as of April 6, 2021. This seat will remain vacant until a successor is identified and recommended for appointment. Vice Chair Sarah Page will serve as Chair at the May 3, 2021, at which meeting elections of Chair and Vice Chair are scheduled to take place.

***Planning Commissioner Ken Low stepped down from the Planning Commission on April 6, 2021, effective immediately. This seat will remain vacant until a successor is identified and recommended for appointment.

Suggested Motion

I move to confirm the appointment of the slate of candidates to the Planning Commission as presented.

CITY OF WESTWOOD, KANSAS

PROCLAMATION

WHEREAS, Bike Month was established as a national celebration in 1956 and is supported by the League of American Bicyclists; and

WHEREAS, the designation is meant to showcase the many benefits of bicycling and encourage more people to give biking a try; and

WHEREAS, May is also the time of year for people to celebrate Bike to Work Week from May 17 to May 23, 2021 as well as Bike to Work Day on May 21, 2021; and

WHEREAS, bicycling offers an opportunity to invest in more equitable access to key resources for communities and households without a car; and

WHEREAS, investing in connected and protected bike lanes and related facilities can be beneficial for local businesses; and

WHEREAS, bicycling has not only been shown to be an effective form of physically-distant active transportation during the COVID-19 pandemic, but also as a means of improving mental health; and

WHEREAS, greater support for biking policies, plans, and projects will be an integral part of addressing climate change;

NOW, THEREFORE, I, David E. Waters, Mayor of the City of Westwood, Kansas, do hereby proclaim the month of April 2021, as National Bike Month in the City of Westwood, Kansas

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS
THIS 8TH DAY OF APRIL, 2021.**

David E. Waters
Mayor

ATTEST:

Leslie Herring
Chief Administrative Officer/City Clerk

CITY OF WESTWOOD, KANSAS

PROCLAMATION

ARBOR DAY

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, David E. Waters, Mayor of Westwood, do hereby proclaim Friday April 30, 2021, as ARBOR DAY in the City of Westwood, Kansas and urge all citizens to support efforts to care for our trees and woodlands and to support our city's community forestry program, and

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

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

David E. Waters, Mayor

Leslie Herring, City Clerk

CITY OF WESTWOOD, KANSAS

PROCLAMATION

WHEREAS, Organ donation is a selfless gift that, in 2020, saved more than 39,000 lives across our country; and

WHEREAS, Midwest Transplant Network, our local organ procurement organization serving all of Kansas and the western two-thirds of Missouri, coordinated 898 organ transplants and more than 938 tissue and cornea donations to save and heal more than 193,000 people in 2020; and

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

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

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

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

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

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

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

NOW, THEREFORE, I, David E. Waters, Mayor of the City of Westwood, Kansas, do hereby proclaim the month of April 2021, as Donate Life Month In Westwood, Kansas to honor all those who have made the decision to donate life, to focus attention on the critical need for donation and to encourage all Kansas residents to register as organ, eye and tissue donors.

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS
THIS 8TH DAY OF APRIL, 2021.**

David E. Waters
Mayor

ATTEST:

Leslie Herring
Chief Administrative Officer/City Clerk