



**CITY OF WESTWOOD
City Council Meeting
March 11, 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/86820404828>

Or

Access By Telephone:

(312) 626-6799

Webinar ID: 868 2040 4828

Agenda Items

- I. Call to Order – Mayor David E. Waters
- II. Visitors
 - A. [Johnson County Green Business Program Presentation](#) – Charles Marx
- III. Public Comment

Attendees will be able to make a verbal statement during the Zoom meeting by using the “raise hand” Zoom function. Comments must be limited to five (5) minutes.
- IV. Approval of Meeting Minutes
 - A. [Consider February 11, 2021 City Council Meeting](#)
- V. City Treasurer’s Report
 - A. [Review February Treasurer’s Report](#)
 - B. [Consider Appropriations Ordinance No. 724](#)
- VI. City Attorney Report – City Attorney Ryan Denk
- VII. [Administrative Report – City Clerk Leslie Herring](#)
 - A. [Consider Resolution No. 90-2021 Adopting a Financial and Purchasing Policy for the City of Westwood](#)
 - B. [Consider Ordinance Nos. 1009 – 1018 Adopting the 2018 Building Codes](#)

- VIII. [Police/Court Report – Chief Greg O'Halloran](#)
- IX. [Public Works Report – Public Works Director John Sullivan](#)
 - A. [Consider Interlocal Agreement with Westwood Hills and Kansas City, MO for Public Improvements to State Line Road](#)
 - B. [Consider Agreement with Westwood Hills for Improvements to Shared Alleys](#)
 - C. [Consider Change Order #1 to Professional Services Agreement with Uhl Engineering for the 2021 Mill & Overlay Program](#)
- X. Committee Reports
 - A. Administration & Compensation Committee Report
 - B. Business & Community Affairs Committee Report
 - C. Public Safety Committee Report
 - D. Public Works Committee Report
 - E. Parks & Recreation Committee Report
 - F. Mayor's Report
 - 1. [Consider Proclamation of Heroes Week in Westwood, March 15 – 21, 2021](#)
- X. Adjournment



- **All Voluntary, Non-Regulatory!**
- **Free to Participate!**
- **2010 – Present**
 - Worked with 165 organizations, certifying 108 of them
 - Includes businesses and non-profits (schools, churches, etc.)

Updated Program and Requirements

Sections/Areas of Evaluation:	Points
• General Requirements	N/A
• Waste & Materials Management	53
• Energy	50
• Water	20
• Community Engagement	20
• Transportation	16
• Natural Systems	41
• Innovation	Max of 20
	Total of 200

Updated Recognition

Progressive System - Four Levels of Certification



Minimum



50-59%



60-79%



≥80%

How to Participate? -> Request a Consultation, Get Certified

Portals for both are on our website under the environment tab

Three Steps to becoming Certified:

1. **Get Started -- Complete and submit the Assessment Form**

This will ensure you meet the minimum program requirements for basic certification and will calculate if you have qualified for a higher level of certification.

2. **Review & Verification**

A JCDHE team member will review your submission and reach out to schedule a visit to verify your application answers. JCDHE reserves the right to stop the verification process or rescind certification if application content is discovered to be falsified.

3. **Get Certified!**

If all requirements are met, then your business will receive a Johnson County Green Business Program certification.

*Note- Certification is by individual location. Organizations with more than one location in Johnson County need to pursue certification for each location.

How can we help?

- **Free Consultations**

- Waste Audits
- Energy Audits
- Drafting Company Policy
- Systems Analysis

- **Free Tools**

- JCDHE created and provided
- Additional resources

- **Financial Assistance**

- Up to \$500 available of materials/supplies to organizations for waste diversion

Benefits of Certification

- Official logo usage and Certificate Plaque to display prominently
- Green Business Partnership directory listing
- Free waste and energy audits
- Community recognition and media exposure
- Cost savings
- Healthier work environment
- Increased productivity
- Networking opportunities
- Highlighted on the Johnson County website
- Recognition at the annual Green Business Certification and Awards Ceremony

Resources-> on JOCO website

- [Energy, Water, & Waste Metrics Tracking Tool](#)
- [Environmental Policy](#)
- [Green Team Guide](#)
- [NREL Energy Audit Form](#)
- [Rain = \\$ Calculator](#)
- [Sample Idling Policy](#)
- [Waste Audit Data Visualization Tool](#)
- [Waste Audit Form](#)
- [Waste Audit Guide](#)
- And More!

JOHNSON COUNTY
Health & Environment



Environmental Division
11811 S. Sunset Drive, Suite 2700
Olathe, Kansas 66061

Environmental Policy Guidance

What is an Environmental Policy?

An environmental policy is a written statement, signed by senior management, which outlines an organization's goals and principles in relation to managing the environmental effects and aspects of its operations. Having an environmental policy is essential if you want to implement an environmental management standard such as ISO 14001. It's also vital if you currently work or intend to work with large organizations, or if you need to demonstrate to customers and other stakeholders that you are committed to managing your environmental impacts in a responsible way.

JOHNSON COUNTY
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JCDHE Green Team Guide

What is a Green Team?

A Green Team refers to a cross-functional group of individuals who are interested in minimizing the environmental impacts of their organization's operation. They are responsible for identifying ways to help maximize sustainability, providing education to those involved, and help oversee implementation of environmental management programs.

It is difficult for an individual to effect change on their own; a Green Team enables an organization to implement sustainable practices collectively. Working as a Green Team also helps divide tasks among multiple staff members and engage a larger portion of their organization in sustainability.

Therefore, Green Teams are instrumental in creating positive environmental change within an organization. This guide will provide you with the tools you need to set up and implement a successful Green Team in your business. Use this guide as a foundation for starting a new Green Team, or for improving an existing one.



SAVING ENERGY IN COMMERCIAL BUILDINGS

Energy Audit Data Collection Form

Site Data										
Building Name	Address	Building Square Footage (ft ²)	Age of Building (Years)	Date of Last Major Renovation	Purpose of Building	Number of Floors	Daily Operational Hours (e.g., M-F 8-6, Sa 10-4)	Days of Use per Week	Name of Utility Company	Total Number of Occupants

Organizational Information			
Name of Organization	Name of Contact	Position	
	Contact E-mail	Phone Number	

Moving Forward

- Visit our website:

<https://www.jocogov.org/environment/sustainability-johnson-county>

- JCDHE requests a link to our website on Westwood's website

- Contact me! – Email: charles.marx@jocogov.org

Direct: 913-715-6981

Cell: 913-238-6880

JOCO DEPARTMENT OF HEALTH & ENVIRONMENT

SOLID WASTE HELPFUL LINKS:

1. DHE [Home | Johnson County Kansas \(jocogov.org\)](http://jocogov.org)

2. DHE [Locations & Hours | Johnson County Kansas \(jocogov.org\)](http://jocogov.org)

3. Solid Waste Management Plan

- [SW Mgmt Plan | Johnson County Kansas \(jocogov.org\)](http://jocogov.org)

4. **Solid Waste Management Plan Update July 29, 2019 (most current)**

- [2019 Johnson County SWMP Update FINAL_2019SEPT3.pdf \(jocogov.org\)](http://jocogov.org)
- JOCO Residence support for GBP, see page 188, 189
- Recommendations by sector, i.e. Facilities, Residential, Commercial, Construction & Demolition, Organics, HHW, County Operations, Appendix E, pgs 205-212
- Westwood Codes Appendix D, page 203
- Residential Waste Characterization, page 67
- Commercial Waste Characterization, page 68
- *Highest waste in both categories are in order, 1. Paper 2. Food 3. Plastics
- Landfill slated to close 2043, takes 20 years to plan & open new

5. Green Business Program

- <https://www.jocogov.org/dept/health-and-environment/environment/green-business-program/overview>

6. Green Business Program Resources

- <https://www.jocogov.org/dept/health-and-environment/environment/green-business-program/resources>

7. Waste Diversion Assistance *potential support up to \$500

- [Waste Diversion Assistance | Johnson County Kansas \(jocogov.org\)](http://jocogov.org)

10. Recycling 101

- <https://www.jocogov.org/dept/health-and-environment/environment/recycling/recycling-101>

11. Hazardous Waste Materials

- <https://www.jocogov.org/dept/health-and-environment/environment/hazardous-materials/schedule-dropoff>

Thank you! Kate Collum, ks.collum@gmail.com or 913-850-2910

Cities of the Third Class

City of Westwood, Kansas

City Council Meeting

4700 Rainbow Boulevard

February 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
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 February 11, 2021. The City Clerk called the roll. A quorum was present.

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.

Mrs. Herring read written statement from Pam Merrigan, full comments are attached to Appendix A of these meeting minutes.

Chris Burns, 2513 W 49th Terr, said he had previously submitted an email to the Governing Body regarding the Westwood View rebuild, and thanked Mayor Waters for responding to it. Mr. Burns said the rebuild project is an emotional situation that will cause some feedback from the public, and that some residents are impacted by the project directly. Mr. Burns said he will continue to communicate with the Shawnee Mission School District (SMSD) to ensure they engage the surrounding property owners.

Jaymie Tebow, 4952 Norwood, said she is excited and looking forward to having a new Westwood View building. However, she would like Westwood City Council and Planning Commission to evaluate a traffic at the proposed location. Mrs. Tebow also requested that the Public Safety department evaluate the on-street parking situation in the Annex. Mrs. Tebow said she has observed cars parked on the street in violation of posted "No Parking" signs.

Jan Kyle, 4946 Belinder, stated she and her husband voted to approve the SMSD bond issuance in January 2021. Mrs. Kyle shared concerns about traffic, noise and pollution that could be caused by the Westwood View rebuild location. Mrs. Kyle stated she believed the school should be built on the vacant lot at 5050 Rainbow Boulevard.

Approval of December 10, 2020 City Council Meeting Minutes

Minutes from the January 21, 2021 Council Meeting were included in the agenda packet. Motion by Councilmember Harris to approve minutes document as submitted. Second by Councilmember Cummins. Motion carried by a 5-0 voice vote.

Treasurer's Report

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

Motion by Councilmember Hannaman to approve Appropriations Ordinance No. 723 in the amount of \$235,430. 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.

Administrative Report

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

Westwood View Rebuild Process and Timeline

Mrs. Herring first provided an overview of the history of Westwood View and its role within Westwood including the 2017 comprehensive plan process. In October 2020, city staff and officials were made aware that SMSD was considering a bond issuance to build new schools, and at that time it was not apparent that a Westwood View rebuild would be part of the bond issuance. In November 2020 the SMSD School Board voted to put a bond issue on the ballot that would include a Westwood View rebuild. In December 2020 city staff started engaging with SMSD to plan for the project. In January 2021, Johnson County voters passed the bond issuance. The city and SMSD.

Going forward, City Staff are currently reviewing all elements of the project and the site plan that is consistent with the city's zoning regulations. The Planning Commission for review and consider will hold a work session on Monday, March 1st to review the site plan application package and make comment to the School District prior to making a recommendation for action to the City Council. Then, on Monday, April 5th the Planning Commission will hold its regularly scheduled meeting and will consider making a recommendation for action to the City Council. On Thursday, April 8th the City Council will hold its regularly scheduled meeting to make final determination on site plan.

Councilmember Harris pointed out that SMSD representatives will be attending the public meetings and work sessions outlined during Mrs. Herring's presentation and encouraged those interested in the rebuild project to reach out to the SMSD and attend the public meetings.

Councilmember Wimer noted there will be a community engagement session hosted by the SMSD on Saturday, February 13th.

Mayor Waters encouraged those in attendance to subscribe to the city's email list and follow city social media channels to receive updates about the rebuild project. Mayor Waters also noted the city's website has been updated to include information about the project as well.

Public Safety Report

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

KC Metro Crime Commission Crime Stoppers TIPS Hotline

Motion by Councilmember Harris to authorize the Mayor to sign the necessary documents and renew the contract with the Kansas City Metropolitan Crime Commission and pay the annual invoice. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Public Works Report

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

Committee Reports

a. Administration & Compensation Committee

Councilmember Hannaman said he will be participating in online meetings on February 16th for the Kansas Active Transportation Plan to develop preliminary documents to help Kansas communities incorporate active transportation where appropriate.

b. Business & Community Affairs Committee

Councilmember Cummins noted the committee met the previous day to discuss the 47th Street Committee, The 47 Foodie Fest, and plans for new street banners.

c. Public Safety Committee

Councilmember Harris said the committee met earlier in the week to discuss public safety considerations for the Westwood View rebuild project.

d. Public Works Committee

Councilmember Steele said the committee met at the end of January to continue discussions about a complete streets plan in Westwood.

e. Parks & Recreation Committee

Councilmember Wimer met on January 26th to discuss a request to reserve the green space at Dennis Park for soccer practice, the committee decided to continue offering the green space on a first come, first served basis. The committee is also working to develop signs to remind dog owners to keep their dogs on leash when visiting Dennis Park.

Mayor's Report

Mayor Waters said he is proud that the community is supporting the Westwood View rebuild project. Mayor Waters said the project is one of the most important projects ever for Westwood and those connected to Westwood View including teachers and students and parents that live outside Westwood. Mayor Waters said he does not want this project to be a cause for divisiveness in Westwood, and where there are differences in opinion the Governing Body and staff will work through them together. Mayor Waters encouraged everyone to work in good faith to create the best situation for Westwood.

Adjournment

Motion by Councilmember Harris to adjourn the meeting. Second by Councilmember Hannaman.
Motion carried by a 5-0 voice vote. The meeting adjourned at 8:35 pm.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Leslie Herring, City Clerk

DRAFT

City of Westwood, Kansas
City Council Meeting
4700 Rainbow Boulevard
February 11, 2021 – 7:00 p.m.
Held Remotely Via Zoom

Appendix A

I want to second the thoughts shared by, Jan Kyle, regarding the school and it's location. Belinder, is already well trafficked. Often people park directly behind our driveways (which exit to, Belinder), making it difficult to leave. Also, the School district sold lots to a builder which decreased the size of the Entercom property. How will the development adhere to a 35% lot coverage maximum? What about greenspace? What about noise? What about security lightning & how this will affect neighboring properties? What about people walking across private yards to get to the School? People are already ignoring their neighbors rights and tress passing. The Entercom property sits in the heart of, Westwood. Who wants an eyesore of a parking lot in the center of our City? The School which is on, Belinder, South of here, just North of 75th St., is a traffic nightmare! Who wants to deal with that twice a day? How will extra traffic on, Belinder, affect emergency vehicles? The School ought to remain where it's currently located or where, Jan Kyle, cites. How come so much of this has been done under the shroud of secrecy?

I won't be able to attend this evening. This matter is very important to me. I would like to be notified about further developments.

Thank you,
Pam Merrigan

**City of Westwood
Treasurer's Report
2/28/2021**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
 - a. Ending unencumbered cash through 2/28/2021 is \$2,801,861.84 the remains up from year end by \$425,328 primarily due to the increase in tax distribution from January.
 - b. In February we utilized \$13,332.17 of remaining 2020 Encumbrances, we also canceled \$4,776.26 of 2020 Encumbrances that had been overestimated at year end. This additional cash has been returned to fund balance but has no effect on current year expenditures or budget amounts.
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 down compared to February 2020 by \$43K.
 - i. Taxes – overall up about \$19K from prior year. Ad Valorem taxes are up \$18K from prior year. City and County sales tax revenue is down about \$1K. Special Assessments up about \$2K.
 - ii. Fees and Licenses – overall down \$9K from prior year to date. Feb Utility Franchise Fees were down about \$7K from prior year but a sizeable deposit on March 1st was made for \$17K in Franchise Fees so most likely due to timing of payments received. Community Room rent down \$2K.
 - iii. Intergovernmental Fees down \$21K from prior. \$13K of this is timing with the Westwood Hills Police support payment not being received in Feb, possibly due to timing of payment receipt. Other Police Revenue decreased by \$2K and Public Works services to Mission Woods decreased by \$6K.
 - 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 – down \$26K from prior year.
 - vi. Miscellaneous income down \$1K.
 - b. Overall Expenditures remain down \$45K from prior year.
 - i. General Overhead total expenditures of \$22,693 for the month, down for the year to date by \$5K so tracking in line with prior year.
 - ii. Administrative expenditures of \$28,164 which is down from prior year to date by about \$6K. Increase in salary line of \$6K with a decrease in the Computer expense line of \$12K.
 - iii. Public Works expenditures total expenditures of \$45,155 for February, to date spending is down by 8K in this line item. Primarily due to decreases in salaries offset by small increase in professional fees and equipment/maintenance line.
 - iv. Police expenditures are \$80,977 this month, down from prior by \$20K. This is due to Wages of \$16K decreasing as well as equipment and maintenance line by \$4K.
 - v. Parks and Rec expenditures remain nominal at \$382 for the month which is down \$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 \$(55,269) for the month due to the timing of tax distributions received in January. Year to date through Feb we have positive receipts over expenditures of \$295,104 which is an increase over the prior year at this time of \$7K.
4. Other Funds – Current Month and Year to Date
 - a. General activity shown in all the funds.
 - i. CIP Sales Tax revenue consistently running about \$23K a month.
 - ii. CIP expenditures for mill & overlay in Feb.
 - iii. WV Ad Valorem Taxes received in January were \$194K, this is up from \$135K in prior year.

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 February 28, 2021

	General Fund 02/28/2021	Capital Improvements Fund 02/28/2021	Equipment Reserve Fund 02/28/2021	Stormwater Fund 02/28/2021	Special Highway Fund 02/28/2021	Woodside TIF/CID Fund 02/28/2021	Debt Service Fund 02/28/2021	All Funds 02/28/2021
Assets								
Current Assets								
Cash In Bank	1,062,613.39	870,413.17	124,805.98	243,831.68	70,625.20	295,234.44	133,723.45	2,801,247.31
Cash In Bank - Bond Fund	36,442.46	0.00	0.00	0.00	0.00	0.00	0.00	36,442.46
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	1,099,257.10	870,413.17	124,805.98	243,831.68	70,625.20	295,234.44	133,723.45	2,837,891.02
Total Assets	\$ 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
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	36,019.99	0.00	0.00	0.00	0.00	0.00	0.00	36,019.99
Total Current Liabilities	36,029.18	0.00	0.00	0.00	0.00	0.00	0.00	36,029.18
Total Liabilities	36,029.18	0.00	0.00	0.00	0.00	0.00	0.00	36,029.18
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	295,104.12	20,362.70	(513.48)	68,593.70	14,505.67	19,537.12	7,738.60	425,328.43
Total Fund Balance	1,063,227.92	870,413.17	124,805.98	243,831.68	70,625.20	295,234.44	133,723.45	2,801,861.84
Total Liabilities and Fund Balance	\$ 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

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Cash Flow
For the One Month Ended February 28, 2021

	General Fund Month Ending 02/28/2021	Capital Improvements Fund Month Ending 02/28/2021	Equipment Reserve Fund Month Ending 02/28/2021	Stormwater Fund Month Ending 02/28/2021	Special Highway Fund Month Ending 02/28/2021	Woodside TIF/CID Fund Month Ending 02/28/2021	Debt Service Fund Month Ending 02/28/2021	All Funds Month Ending 02/28/2021
Unencumbered Cash, Beginning Period	1,154,626.93	856,008.08	125,319.46	243,142.90	70,625.20	486,017.88	133,910.45	3,069,650.90
Receipts								
Taxes	70,664.50	23,145.09	0.00	0.00	0.00	0.00	0.00	93,809.59
Fees and Licenses	22,706.80	0.00	0.00	0.00	0.00	0.00	0.00	22,706.80
Building Permits	5,191.75	0.00	0.00	0.00	0.00	0.00	0.00	5,191.75
Intergovernmental	12,732.19	0.00	0.00	0.00	0.00	0.00	0.00	12,732.19
Restricted Use	0.00	0.00	0.00	0.00	0.00	14,044.67	0.00	14,044.67
Fines	5,187.00	0.00	0.00	0.00	0.00	0.00	0.00	5,187.00
Miscellaneous	845.61	0.00	0.00	688.78	0.00	0.00	0.00	1,534.39
Total Receipts	117,327.85	23,145.09	0.00	688.78	0.00	14,044.67	0.00	155,206.39
Expenditures								
Salary & Benefits	124,616.99	0.00	0.00	0.00	0.00	0.00	0.00	124,616.99
Employee Expenses	2,736.96	0.00	0.00	0.00	0.00	0.00	0.00	2,736.96
Professional Fees	18,875.39	0.00	0.00	0.00	0.00	0.00	0.00	18,875.39
General Operating Expenses	7,965.86	0.00	0.00	0.00	0.00	0.00	0.00	7,965.86
Utilities	8,162.09	0.00	0.00	0.00	0.00	0.00	0.00	8,162.09
Equipment and Maintenance	13,516.65	0.00	513.48	0.00	0.00	0.00	0.00	14,030.13
Street and Stormwater	0.00	8,740.00	0.00	0.00	0.00	0.00	0.00	8,740.00
Park and Events	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	204,828.11	187.00	205,015.11
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	177,373.94	8,740.00	513.48	0.00	0.00	204,828.11	187.00	391,642.53
Prior Year Cancelled Encumbrances	4,776.26	0.00	0.00	0.00	0.00	0.00	0.00	4,776.26
Increase / (Decrease) in Refundable Bond Deposits	(100.00)	0.00	0.00	0.00	0.00	0.00	0.00	(100.00)
Unencumbered Cash, End of 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

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas

Statement of Operations

General Fund

For The One Period and Two Periods Ended February 28, 2021 and 2020

	Month Ending 02/28/2021	Year To Date 02/28/2021	Year To Date 02/29/2020	Year Ending 12/31/2021	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Receipts					
Taxes	\$ 70,664.50	\$ 556,800.52	\$ 537,760.53	\$ 1,717,803.00	1,647,138.50
Fees and Licenses	22,706.80	66,482.10	75,136.46	474,200.00	451,493.20
Building Permits	5,191.75	6,622.75	7,995.50	30,000.00	24,808.25
Intergovernmental	12,732.19	38,680.10	59,530.49	336,100.00	323,367.81
Restricted Use	0.00	0.00	3,735.45	0.00	0.00
Fines	5,187.00	12,388.00	38,750.00	140,000.00	134,813.00
Miscellaneous	845.61	980.28	2,166.76	3,050.00	2,204.39
Total Receipts	117,327.85	681,953.75	725,075.19	2,701,153.00	2,583,825.15
Expenditures					
General Overhead					
Salary & Benefits	3,867.73	6,906.07	11,861.69	59,478.00	55,610.27
Employee Expenses	(5.10)	94.90	0.00	1,200.00	1,205.10
Professional Fees	8,611.98	46,291.73	33,506.59	184,716.00	176,104.02
General Operating Expenses	1,802.26	2,650.36	3,611.91	21,630.00	19,827.74
Utilities	6,821.51	31,692.78	48,574.01	242,258.00	235,436.49
Equipment and Maintenance	95.04	95.04	0.00	0.00	(95.04)
Street and Stormwater	0.00	6,668.75	0.00	264,670.00	264,670.00
Park and Events	1,500.00	1,500.00	2,725.00	14,750.00	13,250.00
Interfund Transfers	0.00	0.00	0.00	296,730.00	296,730.00
Total General Overhead	22,693.42	95,899.63	100,279.20	1,085,432.00	1,062,738.58
Administrative					
Salary & Benefits	23,972.96	48,063.96	43,462.40	286,562.00	262,589.04
Employee Expenses	2,271.84	4,101.99	3,745.90	6,100.00	3,828.16
Professional Fees	0.00	275.00	0.00	0.00	0.00
General Operating Expenses	1,919.52	2,412.97	13,925.05	18,030.00	16,110.48
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	28,164.32	54,853.92	61,343.82	315,692.00	287,527.68

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas

Statement of Operations

General Fund

For The One Period and Two Periods Ended February 28, 2021 and 2020

	Month Ending 02/28/2021	Year To Date 02/28/2021	Year To Date 02/29/2020	Year Ending 12/31/2021	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Public Works					
Salary & Benefits	29,114.14	58,251.81	70,032.74	389,236.00	360,121.86
Employee Expenses	62.57	84.57	470.32	6,900.00	6,837.43
Professional Fees	1,185.00	2,315.00	0.00	15,000.00	13,815.00
General Operating Expenses	1,681.82	3,263.30	3,665.33	22,050.00	20,368.18
Utilities	1,058.09	2,050.56	1,915.70	23,500.00	22,441.91
Equipment and Maintenance	12,054.20	14,760.01	12,400.67	44,000.00	31,945.80
Interfund Transfers	0.00	0.00	0.00	40,000.00	40,000.00
Total Public Works	45,155.82	80,725.25	88,484.76	540,686.00	495,530.18
Police					
Salary & Benefits	67,662.16	134,253.73	150,567.56	1,053,180.00	985,517.84
Employee Expenses	407.65	4,434.74	4,588.43	26,500.00	26,092.35
Professional Fees	9,078.41	12,694.03	11,335.29	65,800.00	56,721.59
General Operating Expenses	2,462.18	5,170.72	5,470.87	58,500.00	56,037.82
Utilities	0.00	258.38	368.04	5,000.00	5,000.00
Equipment and Maintenance	1,367.41	2,777.09	6,729.69	17,974.00	16,606.59
Interfund Transfers	0.00	0.00	0.00	20,000.00	20,000.00
Total Police	80,977.81	159,588.69	179,059.88	1,246,954.00	1,165,976.19
Parks & Rec					
Professional Fees	0.00	0.00	0.00	10,000.00	10,000.00
General Operating Expenses	100.08	100.08	0.00	2,000.00	1,899.92
Utilities	282.49	458.32	2,537.68	31,000.00	30,717.51
Equipment and Maintenance	0.00	0.00	4,839.25	6,000.00	6,000.00
Park and Events	0.00	0.00	270.00	11,850.00	11,850.00
Total Parks & Rec	382.57	558.40	7,646.93	60,850.00	60,467.43
Total Expenditures	177,373.94	391,625.89	436,814.59	3,249,614.00	3,072,240.06
Prior Year Cancelled Encumbrances	4,776.26	4,776.26	0.00	0.00	(4,776.26)
Receipts Over (Under) Expenditures	\$ (55,269.83)	\$ 295,104.12	\$ 288,260.60	\$ (548,461.00)	(493,191.17)

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
Other Funds
For The One Period Ended February 28, 2021

	Other Funds					
	Capital Improvements Fund Month To Date 02/28/2021 Actual	Equipment Reserve Fund Month To Date 02/28/2021 Actual	Stormwater Fund Month To Date 02/28/2021 Actual	Special Highway Fund Month To Date 02/28/2021 Actual	Woodside TIF/CID Fund Month To Date 02/28/2021 Actual	Debt Service Fund Month To Date 02/28/2021 Actual
Receipts						
Taxes						
City Sales & Use Tax - Special	23,145.09	0.00	0.00	0.00	0.00	0.00
Total Taxes	\$ 23,145.09	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Restricted Use						
WV CID-1	0.00	0.00	0.00	0.00	9,319.21	0.00
WV CID-2	0.00	0.00	0.00	0.00	4,725.46	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	23,145.09	0.00	688.78	0.00	14,044.67	0.00
Expenditures						
Equipment and Maintenance						
Machinery & Equipment Purchase	0.00	513.48	0.00	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	513.48	0.00	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	8,740.00	0.00	0.00	0.00	0.00	0.00
Total Street and Stormwater	8,740.00	0.00	0.00	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	11,234.68	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	204,828.11	187.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	8,740.00	513.48	0.00	0.00	204,828.11	187.00
Receipts Over (Under) Expenditures	\$ 14,405.09	\$ (513.48)	\$ 688.78	\$ 0.00	\$ (190,783.44)	\$ (187.00)

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Statement of Operations
Other Funds
For The Two Periods Ended February 28, 2021

	Other Funds					
	Capital Improvements Fund Year To Date 02/28/2021 Actual	Equipment Reserve Fund Year To Date 02/28/2021 Actual	Stormwater Fund Year To Date 02/28/2021 Actual	Special Highway Fund Year To Date 02/28/2021 Actual	Woodside TIF/CID Fund Year To Date 02/28/2021 Actual	Debt Service Fund Year To Date 02/28/2021 Actual
Receipts						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	7,924.52
City Sales & Use Tax - Special	45,852.70	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	1.08
Total Taxes	\$ 45,852.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,925.60
Restricted Use						
Stormwater Utility Fee	0.00	0.00	72,332.97	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	20,553.89	0.00
WV CID-2	0.00	0.00	0.00	0.00	9,762.69	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	45,852.70	0.00	73,021.75	14,505.67	224,365.23	7,925.60
Expenditures						
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	12.16	0.00	0.00	0.00
Machinery & Equipment Purchase	0.00	513.48	0.00	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	513.48	12.16	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	25,490.00	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	11,234.68	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	204,828.11	187.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	25,490.00	513.48	4,428.05	0.00	204,828.11	187.00
Receipts Over (Under) Expenditures	\$ 20,362.70	\$ (513.48)	\$ 68,593.70	\$ 14,505.67	\$ 19,537.12	\$ 7,738.60

No assurance is provided. Substantially all disclosures omitted.

City of Westwood, Kansas
Appropriation Ordinance No. 724

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF FEBRUARY 1, 2021 - FEBRUARY 28, 2021 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 2/28/2021	Capital Improvements Month Ending 2/28/2021	Equipment Reserve Month Ending 2/28/2021	Stormwater Month Ending 2/28/2021	Special Highway Month Ending 2/28/2021	Woodside TIF/CID Month Ending 2/28/2021	Debt Service Month Ending 2/28/2021	Total All Funds Month Ending 2/28/2021
Expenditures								
Salary & Benefits	124,616.99	0.00	0.00	0.00	0.00	0.00	0.00	124,616.99
Employee Expenses	2,736.96	0.00	0.00	0.00	0.00	0.00	0.00	2,736.96
Professional Fees	18,875.39	0.00	0.00	0.00	0.00	0.00	0.00	18,875.39
General Operating Expenses	7,965.86	0.00	0.00	0.00	0.00	0.00	0.00	7,965.86
Utilities	8,162.09	0.00	0.00	0.00	0.00	0.00	0.00	8,162.09
Equipment and Maintenance	13,516.65	0.00	513.48	0.00	0.00	0.00	0.00	14,030.13
Street and Stormwater	0.00	8,740.00	0.00	0.00	0.00	0.00	0.00	8,740.00
Park and Events	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	204,828.11	187.00	205,015.11
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	177,373.94	8,740.00	513.48	0.00	0.00	204,828.11	187.00	391,642.53

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 11th day of March, 2021.

MAYOR

ATTEST: CITY CLERK



Chief Administrative Officer/City Clerk Report

March 2021

To: Mayor and City Council

From: Leslie Herring, Chief Administrative Officer/City Clerk

Date: March 11, 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*
 - **On tonight's agenda**
- *Finalize the update to the employee handbook/personnel policy*
 - **This project has not yet begun so we will aim to begin and complete it in the next cycle of projects – 2nd – 3rd Quarter 2021**
- *Create a financial/purchasing policy*
 - **On tonight's agenda**
- *Conduct the annual review of the Comprehensive Plan and consider adopting the drafted Strategic Plan*
 - **Comprehensive Plan currently being worked by the Planning Commission**
 - **I am beginning to review the draft October 2016 Governing Body Strategic Plan; I am evaluating options for us to hold a strategic planning retreat following consideration by the City Council of the Westwood View Elementary site plan to discuss:**
 - **The contents of this draft plan**
 - **City Council roles, expectations, processes, and procedures**
 - **Aligning City resources to established goals**
 - **We will aim to complete these goals in the next cycle of projects – 2nd – 3rd Quarter (April – September) 2021**
- *Create a manual for City Council roles, expectations, processes, and procedures*
 - **I will work to create a template document and will add content and details following the strategic planning retreat**
- *Create a business inventory of contacts, expressed desires and needs, and opportunities for development*
 - **Following my round of business calls with Councilmember Steele on January 21st, I was able to get out on February 23rd, another nice, warm, winter day to visit seven (7) Westwood businesses. I continue to make good connections, gain valuable insights, and see possible ways for the City to support and promote our local businesses even more. As the weather allows, I will continue to block off time on my calendar to make**

these calls on businesses and will continue to coordinate with any councilmembers who are interested in joining me as I make these visits.

Westwood View Elementary Site Plan

The Planning Commission held a worksession to review the site plan on March 1st and provided guidance to the School District and their design team for the revised submittal, scheduled for Planning Commission action at its April 5th regular meeting. I continue to work with both the Planning Commission, City staff, and the applicant/the School District's design team to ensure site plan review and action is conducted in an efficient, thorough, transparent, and generally well-run process for the benefit of the applicant, the public, and the City.

Building Services

Abby, Eddie, and I have been working with GovBuilt, a Manhattan, KS based company, to explore their platform for self-service City permitting and licensing. We are excited about what this online platform could do to elevate the service we are providing to those who apply for and receive permits and licenses from us and also what it could do to create efficiencies, redundancies, and provide for better accuracy for our internal operations. The Administration & Compensation Committee had a chance to see a demo of the platform at its March 3rd meeting and has given staff direction to continue working with GovBuilt to craft a recommendation for consideration by the City Council at its April 8th meeting. I have also shared this information and conversation status with Westwood Hills and Mission Woods.

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

Residential

New construction – None

Additions – None

Alterations –

- 2821 W. 49th Street – Kitchen remodel
- 4933 Booth Street – Master bathroom and closet addition
- 2901 W. 51st Terrace – Garage addition and general remodel
- 2501 W. 49th Terrace – Add two second floor bedrooms

Commercial – No permits issued for non-minor work

COUNCIL ACTION FORM

Meeting Date: March 11, 2021

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

Agenda Item: Consider Resolution No. 90-2021 adopting a Financial and Purchasing Policy

Background / Description of Item:

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.

Staff Comments/Recommendation:

Over the past four months, the document presented for consideration and approval tonight has been developed, influenced, and reviewed by the following individuals:

- City executive team staff (CAO Clerk Leslie Herring, Public Works Director John Sullivan, and Police Chief Greg O'Halloran);
- Administration and Compensation Committee (Chair Jason Hannaman and Vice Chair Holly Wimer);
- City Treasurer Michelle Ryan;
- City Attorney Ryan Denk;
- City Auditor John Martin;
- City Bond Counsel Kevin Wempe; and
- City Financial Advisor Ben Hart.

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:

- a. Process changes reflective of the City's implementation of a new financial management (Intacct) and accounts payable (Bill.com) system;
- b. Process changes reflective of the relationship between City Treasurer and Chief Administrative Officer/City Clerk to clarify roles and responsibilities of each;
- c. Establishment of reserve targets for certain funds: Equipment Reserve Fund, Capital Improvement Fund, and Stormwater Utility Fund;

- d. Establishment of a purchasing policy to provide guidelines for:
 - a. 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;
 - b. 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
 - c. 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.

Suggested Motion:

I move the City Council adopt Resolution No. 90-2021 adopting a Financial and Purchasing Policy for the City of Westwood.

**CITY OF WESTWOOD, KANSAS
RESOLUTION NO. 90-2021**

A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS, ADOPTING A FINANCIAL AND PURCHASING POLICY.

WHEREAS, the City of Westwood desires to adopt a financial and purchasing policy for use as reference by City employees in furtherance of administering the affairs of the City;

WHEREAS, the guidelines in this policy promote efficiency, effectiveness, equity, and fairness in financial management and public purchasing; and

WHEREAS, this policy is intended to be reviewed and updated from time to time by the City Council to ensure its continued benefit to the operations of the City of Westwood.

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

SECTION 1. The City Council does hereby adopt the Financial and Purchasing Policy attached hereto as Exhibit A and incorporated herein by reference in its entirety.

SECTION 2. The administrative officers of the City shall develop such further administrative procedures and take such actions to implement this Resolution as may be reasonably necessary.

SECTION 3. The Resolution shall take effect upon its approval by the City Council.

ADOPTED by the Governing Body of the City of Westwood, Kansas, this 11th day of March, 2021.

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

APPROVED AS TO FORM AND LEGALITY

Ryan B. Denk, City Attorney



FINANCIAL AND PURCHASING POLICY

ADOPTED BY THE WESTWOOD CITY COUNCIL
March 11, 2021

Accounting, Auditing, and Financial Reporting Policy

- A. The City will establish and maintain accounting records in such a manner that reports may be issued on a basis consistent with statutory requirements.
- B. The City will maintain a record of fixed assets which identifies all material City assets, except for general infrastructure assets. General Infrastructure assets are assets such as streets and drainage facilities which, if properly maintained, have an indeterminate life.
- C. The City will contract for an annual audit of City accounting records. The audit shall be conducted in accordance with the Kansas Municipal Audit and Accounting Guide as well as the Federal Single Audit Act, if required.
- D. The City will comply with all financial reporting requirements set forth in Kansas law, including publishing annually, in January, the City's financial statements showing, by fund for the previous year: beginning and ending balances, receipts, and expenditures along with obligation/liability information.
- E. The City Treasurer will provide the City Council with a yearend summary (unaudited) financial report within 90 days of the end of the fiscal year. Monthly financial reports shall also be provided to the City Council within 20 days of the end of each month.

General Accounting

Journal Entries

- A. Budgeted interfund transfers shall be planned in the annual budget submitted to the State and so approved by the City Council. Operationally, they shall be performed by the City Clerk, reviewed by the City Treasurer, and approved by the City Council by appropriations ordinance in the month in which they occur. Every effort should be made to coordinate transfers between funds in December and June of each year.
- B. Coding/line item reclassifications shall be performed as needed by the City Clerk and reviewed by the City Treasurer. These journal entries shall be reflected in the account and fund totals on the monthly Treasurer's Report as accepted by the City Council during the course of regular monthly business agendas.

Encumbrances

An employee or officer of the City may not obligate the City to make payment for goods, services or any other purpose, until it has been determined that funds are actually available in the proper account for the specific purpose (each department is responsible for determining the availability of funds). As such, an encumbrance must occur prior to disbursement of funds. Once funds have been encumbered, they cannot be expended for anything other than what was authorized under the original encumbering authority.

Encumbrances are to be created by purchase order approved by Department Heads in alignment with the adopted purchasing policy, included in this document. Funds shall be disencumbered using the same authority and approval process from which they were originally created (i.e. upon request of the Department Head with approval of either the City Clerk or the City Council, depending on purchasing authority outlined in the purchasing policy).

City departments may disencumber and re-encumber funds within the same fiscal year. Prior-year encumbered funds may not be increased but may be disencumbered by a City department. Exceptions to this rule are continuing appropriations (e.g. expenditures budgeted in funds outside the General Fund, which are carried forward to the next budget year) which may be increased or decreased. Prior-year disencumbered funds may only be reprogrammed by the Mayor and City Council. At the end of a fiscal year, all unencumbered funds will revert to General Fund balance carryforward (i.e. reserve balance).

If the funds are not disencumbered, they will continue to be regarded as obligated balances, thereby reducing the available unobligated account balances. Consequently, the timely disencumbrance of funds is necessary to reflect an accurate and updated status on the availability of funds. As a general rule, any encumbered funds that remain unspent by June 30th of each year shall be reverted to the General Fund balance carryforward (i.e. reserve balance). Material long-term contracts are exceptions to this rule.

Fund Management

Special Highway Fund

Purpose

To construct, reconstruct, alter, repair, and maintain the streets and highways of the city and for the payment of bonds, and interest thereon.

Statutory Authority

K.S.A. 12-1,119; K.S.A. 68-590; K.S.A. 79-3425c(c)

Establishing Ordinance

Unknown. State statute passed in 1987; no ordinance on file for Westwood.

Revenue Sources

- Motor Vehicle Fuel Tax/Special Highway Funds, received from the County on or after January 15, April 15, and October 15 of each year; and
- City Connecting Links/State Highway Maintenance distributions, received from the State on or after January 1, April 1, July 1, and October 1; State-established amount per lane mile for Rainbow Blvd. (approximately 3 miles).

Allowable Expenditures

- The construction, reconstruction, alteration, repair, and maintenance of streets, sidewalks, and highways
- Payment of bonds for such activities

Operational Management

Budgeting – Annual fund activity shall be shown on the state budget form of the City for the information of the taxpayers.

Coding – Expenditures for eligible projects should be coded to this Fund based on resource availability. Projects funded across multiple funds should be tracked by project number assigned by the City Clerk so as to ensure comprehensive project accounting. City Connecting Links/State Highway Maintenance distributions are to only be utilized for construction, reconstruction, alteration, repair and maintenance on Rainbow Blvd. (US-169 Hwy) within the City of Westwood

Transfers – Annual transfer from the Special Highway Fund to the Capital Improvement Fund budgeted to cover eligible project costs for planned/programmed projects.

Reserve Target – There is no reserve target for this fund.

(Special) Law Enforcement Trust Fund

Purpose

For deposit of proceeds of sale and any monies forfeited when the police department is involved in the investigation and seizure of illegal controlled substance activity.

Statutory Authority

K.S.A. 60-4117

Establishing Ordinance

732, approved February 9, 1989

Revenue Sources

- Any remaining proceeds of sales of property which is not required by law to be destroyed and which is not harmful to the public, and following disposition of proceeds in the manner set forth by state law pursuant to K.S.A. 60-4117(c).

Allowable Expenditures

Expenditures are allowed only upon approval of the Governing Body and for only the following purposes:

- Defraying costs of protracted or complex investigations;
- Providing additional technical equipment or expertise;
- Providing matching funds for federal grants; and
- Other law enforcement purposes deemed appropriate by the Governing Body.

Operational Management

Budgeting – This fund is not budgeted. Neither the Police Department nor Governing Body shall anticipate future forfeitures or proceeds therefrom in the adoption and approval of its annual budget.

Reporting – Pursuant to Westwood Ordinance No. 732, should there be proceed in this fund, a quarterly report shall be submitted by the Police Department to the Governing Body specifying the type and approximate value of any forfeited property received and the amount of any proceeds received. Pursuant to K.S.A. 60-4117(d)2, the Police Department shall submit annually a special law enforcement trust fund report to the State of Kansas and such report shall specify, for such period, the type and approximate value of the forfeited property received, the amount of any forfeiture proceeds received, and how any of those proceeds were expended.

Transfers – The Governing Body may transfer amounts not needed, by adoption of a resolution, to the originating fund. Transfers into this Fund may include the equivalent of the annual depreciation on any given piece of equipment necessary to replace the used item when necessary.

Reserve Target – There is no reserve target for this fund.

Equipment Reserve Fund

Purpose

To finance the acquisition of equipment.

Statutory Authority

K.S.A. 12-1,117

Establishing Ordinance

752, approved August 21, 1991

Revenue Sources

- Proceeds of sales of surplus equipment;
- Grant proceeds; and
- Budgeted transfers from:
 - General Fund.

Allowable Expenditures

New and replacement equipment, including:

- Machinery;
- Vehicles;
- Computer hardware and software; and
- Any other equipment or personal property which the City is authorized to purchase for municipal purposes.

Operational Management

Budgeting – Adopt a five (5) year Equipment Replacement Plan during the annual budget process. Annual fund activity shall be shown on the state budget form of the City for the information of the taxpayers. This is a non-budgeted fund and, as such, budget authority is not annually adopted.

Coding – Revenues and expenditures from this fund shall be tracked by operating department. Generally, equipment with less than a five (5) year usable life or with a current value of less than \$10,000 should be acquired through the City’s operating budget.

Transfers – The Governing Body may transfer amounts not needed, by adoption of a resolution, to the originating fund. Transfers into this Fund may include the equivalent of the annual depreciation on any given piece of equipment necessary to replace the used item when necessary.

Reserve Target – The reserve target for this fund is a minimum of 30% of the following fiscal year’s revenue.

Capital Improvements Fund

Purpose

To fund the City’s adopted multi-year capital improvement plan (CIP), setting forth the public improvement and infrastructure needs of the City on a prioritized basis.

Statutory Authority

K.S.A. 12-1,118

Establishing Ordinance

935, approved August 15, 2013

Revenue Sources

- 10 year ½-cent special sales tax (October 2018 – September 2028);
- Budgeted transfers from:
 - General Fund,
 - Special Highway Fund (including City Connecting Links/State Highway Maintenance distributions), and
 - Stormwater Utility Fund – amount shall reflect stormwater related project expenses;
- Year-end interfund transfers from operating budgets as recommended by City staff to be applied to reserve balance
- Intergovernmental cost share/aid proceeds (e.g. Johnson County CARS, State of Kansas KLINK);
- Grant proceeds;
- Reimbursements from bond proceeds, when active; and
- Special assessments, when active.

Allowable Expenditures

- Repair, restoration, and rehabilitation of existing public facilities;
- Engineering and other advance public improvement plans and studies; and
- Cost of issuance of debt issues for capital projects.

Operational Management

Budgeting – Adopt a five (5) year Capital Improvement Plan during the annual budget process. This is a non-budgeted fund and, as such, budget authority is not annually adopted.

Coding – Revenues and expenditures from this fund shall be tracked by project.

Transfers – The Governing Body may transfer amounts not needed, by adoption of a resolution, to the originating fund.

Reserve Target – The reserve target for this fund is 30% of annual expenditures.

Stormwater Utility Fund

Purpose

To provide services to real property within the incorporated city limits through collection, conveyance, detention, retention, treatment, and release of stormwater.

Establishing Ordinance

Charter Ord. No. 16, approved June 13, 2013

Ord. No. 936, approved August 15, 2013

Revenue Sources

- Stormwater utility fee

Allowable Expenditures

- Costs of capital improvements to operate, construct, maintain, repair and replace the public stormwater management system;
- Administration of the stormwater utility, including payment of employee salaries;
- Debt service of the stormwater management system; and
- Payment of interest on outstanding bonds issued for construction or extension.

Statutory Authority:

K.S.A. 12-631; KSA 12-825d

Operational Management

Budgeting – Adopt an operating budget for the stormwater utility during the annual budget process. Annual fund activity shall be shown on the state budget form of the City for the information of the taxpayers.

Coding – Street sweeping and annual leaf pickup program expenses, including related equipment costs, are coded directly to this fund.

Transfers – May be transferred and merged into the General Fund or any other fund or funds of such city.

Reserve Target – The reserve target for this fund is 15% of annual expenditures.

Woodside Tax Increment/Special Allocation Fund

Purpose

Payment or reimbursement of project costs as described and set forth in the Redevelopment Agreement.

Establishing Ordinance

947, March 13, 2014 (repealed by Ord. No. 949)

949, June 12, 2014

Revenue Sources

- 1.1% CID [1] sales tax (on sales generated within Woodside Village and Woodside Club); and
- 0.9% CID [2] sales tax (on sales generated within Woodside Club, only).

Pursuant to the Redevelopment Agreement, two separate, segregated accounts shall be maintained by the City Treasurer for the following revenue sources:

- 1. 100% of the City's Incremental Real Property Taxes shall be deposited into the Real Property Taxes Account within the Special Allocation Fund,*
 - a. Increment of property tax above base, established at \$848,874 in the 2013 redevelopment plan; and*
- 2. 40% of the City's Incremental Sales Taxes shall be deposited into the Sales Tax Account within the Special Allocation Fund,*
 - a. 40% of the City's local sales tax increment generated within the project area for the full term that the redevelopment plan is in place; base sales approximated to be \$4,918,787 as of the year prior to adoption of 2013 redevelopment plan.*
 - b. This sum is calculated based upon the sales and use tax collected from businesses within the TIF project area, and does not include the City's portion of county sales tax receipts, nor any active special sales tax, nor does it include CID sales tax receipts or receipts.*
 - c. The remaining 60% of the City's Incremental Sales Taxes are the City's to use at its discretion.*

Allowable Expenditures

- Reimbursable project costs detailed in the 2013 redevelopment plan include: sitework, parking, infrastructure construction, and interest;
- Repayment of bonds:
 - Series 2014 SO Tax Increment (TIF) Revenue Bonds in the principal amount of \$3,150,000;
 - Series 2014A & 2014B Community Improvement District (CID) Revenue Bonds in the principal amount of \$1,700,000; and

Payment of interest on the bonds.

Statutory Authority:

The Kansas Tax Increment Redevelopment Act, K.S.A. 12-1770 *et seq.*, as amended.

Operational Management

Budgeting – This Fund is not subject to statutory debt limitation or restriction and therefore does not need to be published on the state budget form.

Coding – Only expenditures to be coded to this Fund are disbursements to UMB.

Transfers – Annually, as a year-end transfer from the General Fund, the City Treasurer shall transfer 40% of the City’s local sales tax increment generated within the project area for the full term that the redevelopment plan is in place; base sales approximated to be \$4,918,787 as of the year prior to adoption of 2013 redevelopment plan. These tax proceeds are then disbursed to the bond holder.

Reserve Target – There is no reserve target for this fund.

Expiration – Except for CID Sales Taxes as set forth in the Redevelopment Agreement, no Real Property Taxes or Sales Taxes shall be collected within the Special Allocation Fund after that date which is twenty (20) years from the date of the approval of the Redevelopment Project Plan by the City Council.

Bond & Interest Fund/Debt Service Reserve Fund

Purpose

To repay the City’s general obligation debt as well as capital lease purchase payments.

Statutory Authority

K.S.A. 10-113

Establishing Ordinance

Resolution No. 79-2020

Revenue Sources

- ½ mill, deposited directly; and
- Budgeted transfers from:
 - General Fund,
 - Capital Improvement Fund, and
 - Stormwater Utility Fund (amount shall reflect stormwater related project expenses).

Allowable Expenditures

- Interest and principal on lease purchase agreements
- Interest and principal on bond payments for public capital projects

Operational Management

Budgeting – Annual fund activity shall be shown on the state budget form of the City for the information of the taxpayers.

- Coding – Following the establishment of a sales tax trend, a corresponding amount of sales tax should be directly deposited into the debt service fund from the State.

Transfers – Annual transfer from the Capital Improvement Fund and Stormwater Utility Fund budgeted to cover debt payments. Should the City Council wish to pay down a debt issuance more expediently, annual transfers should be adjusted during budget adoption to pay down additional principle or interest.

Reserve Target – There is no reserve target for this fund. The fund should be budgeted to cover budgeted expenditures only, to enable flexibility of City resources.

Debt Management Policy

- A. The City will confine long-term borrowing to capital improvements which have an extended service life to the community, or to the acquisition of real property in situations where the City Council believes the acquisition of that property to be advantageous for purposes of carrying out objectives of the City's strategic plan.
- B. The City may use short-term debt (up to four years maturity) for bond anticipation purposes, or for the purposes of financing capital improvements for which it is not practicable to rely on cash financing, and for which long term debt is not deemed to be appropriate. Upon maturity of temporary notes, they should either be rolled into a longer term bond issuance or otherwise paid off.
- C. The City will follow a policy of full disclosure on every financial report and preliminary or official statement used to evaluate the City's financial condition for bond rating or investment purposes.
- D. General Obligation debt may be used for enterprise activities (including stormwater improvements), providing the specific enterprise fund makes the debt service payments on the bonds.
- E. General Obligation Bonds (City at-large portion) will normally be issued with a maturity similar to the life of the project funded not to exceed 20 years. The District portion for Special Assessment Bonds may not exceed the life of the GO Bond. Revenue Bonds or GO bonds for which enterprise revenue has been pledged, will be issued with a maturity not to exceed 40 years.
- F. General Obligation Bonds shall be issued with approximately level principal payments. Revenue Bonds shall be issued with approximately level debt service payments.
- G. The City will review the necessity of an application for a bond rating for every bond issue, and make all reasonable efforts necessary to maintain the City's bond ratings and seek upgrades when financial conditions merit.

The limit to debt issued by the city is equal to 30% of the total equalized assessed tangible valuation of the City.

Purchasing Policy

Purposes

- A. Encourage procurement of goods and services for use by the City of Westwood on the basis of the best necessary quality at the least cost (best value).
- B. Provide for ready availability of goods and services to support timely and effective service delivery, with a minimum of cumbersome procedure.
- C. Maintain a competitive private sector purchasing environment for the City of Westwood.
- D. Provide for appropriate budgetary control and financial oversight of the procurement process.

General

- A. In the interests of eliminating delays in service provision, the City will use a de-centralized purchasing system by which individual departments may make operational purchases independent of a central designated procurement coordinator, subject to the control of this policy, and, within that, at the discretion of the Department Head.
- B. Departments of the City are encouraged and expected to coordinate the purchase of similar items. Bulk or large quantity purchasing is encouraged in those areas where storage space is available, and inventory can be controlled.
- C. Any single purchases made in excess of \$500 are to have prior authorization of the Department Head and are subject to the further general oversight of the City Clerk. The Department Head's signature on the invoice, purchase order, or vendor quote shall be considered as an affirmative statement that they have reviewed all items on such purchasing commitment. As such, the invoice, purchase order, or vendor quote is required to be signed by the Department Head in all cases. Staff involved in purchasing is expected to use common sense and good judgment in the application of these guidelines.
- D. All goods must be verified as received prior to processing purchase orders for payment. Packing slips or sales receipts which are received and sent to the Department Head are regarded as acknowledgment that the goods were received. The Department Heads submittal of the invoice or purchase order is an affirmative statement that the goods or services were properly ordered and received for City services.
- E. Goods and services purchased by the City are intended to provide services to the public. Diversion of materials or services purchased by the City to personal or private use (without public purpose) is considered to be misuse and will result in administrative and/or criminal justice system consequences.
- F. Where departments are spending federal grant money federal purchasing policies may supersede these policies. It is an expectation that departments maintain an awareness of when this is necessary.

Operational Purchasing

Purchases totaling less than \$500, needed in the routine course of work may be made by employees subject to the discretion and review of Department Heads. Purchases of more than \$500 but less than \$5,000 may be authorized by the Department Head.

Staff is encouraged to use informal quotes or written competitive bidding for supplies or materials acquired in bulk, or whenever appropriate in their best judgment. If taken, a tabulation of quotes shall be attached to the invoice or purchase order.

Purchases of items, material, or services less than \$5,000 in value, or when purchases of groups of items exceed \$5,000 in value, which items are of a routine operational nature and are regularly purchased by the Department, may be made by the Department Head, without prior approval of the City Council. This specifically excludes equipment purchases or purchases that are not routine needs of the Department.

For unavoidable emergency repairs to equipment, that were not planned nor expected and exceed \$5,000 in value, Department Heads may approve such expenditures but such expenditures shall be noted on the monthly Treasurer's Report for the month the emergency expenditure occurred and a full explanation of the circumstances of such emergency shall be documented in the minutes of the City Council Meeting and in the General Ledger for auditing purposes.

Non-routine, non-budgeted purchases over \$5,000 shall require the prior approval of the City Council.

Competitive Bidding

For purchases more than \$5,000 but less than \$100,000, written competitive bids or price quotations are required. Normally, a minimum of three (3) quotes should be solicited. A quote tabulation should be attached to the invoice or purchase order. These purchases shall be requested by Department Heads and contracts and purchase orders are to be approved by City Council.

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. The City Clerk shall solicit and receive closed bids in coordination with the Department Head.

Contracts for professional services, or similar services or items of a nature which render development of detailed specifications difficult or impossible; may be procured through the use of Requests for Proposals and negotiation of those proposals. The City Council may choose to award contracts procured by Request for Proposal based on qualifications rather than price alone.

Public works contracts exceeding \$100,000 shall be properly bonded. A surety bond shall be received from the contractor in a sum of not less than the sum total in the contract conditioned that such contractor shall pay all indebtedness incurred for labor, materials, equipment, or supplies consumed in the construction described in the contract.

Competitive bidding requirements may be satisfied through City participation in cooperative purchasing relationships which utilize competitive bidding.

Non-Competitive Bidding

Non-competitive bidding can be used when 1) The use of competitive bidding is not feasible, such as only one source is available, 2) There is a public emergency, or 3) The results of competitive bidding are inadequate.

- A. The scope of the proposed goods and/or services shall be defined as in competitive bidding. The scope will include the proposed goods and/or services, time frame, terms of compensation as defined by the City.
- B. The contract will be approved by City Council prior to executing a formal contract including bonds, if applicable. All unsuccessful bidders will be notified in writing with copies of the documentation retained in the City's files.

Purchasing Card Policy

Recordkeeping

In order to facilitate prompt payment on the account it is important that employees obtain appropriate documentation for purchases made with a purchasing card. Acceptable forms of documentation are:

- A. Itemized suppliers sales receipt.
- B. Charge slip with itemized description of the products purchased.

In any case, the documentation should clearly provide a description of the items purchased, in plain language. If it does not, the employee making the purchase should make a note describing the purchase. If needed, direction on this can be obtained from departmental supervisory staff.

Each employee cardholder will be responsible for submitting a detailed receipt for every purchase made on their card during the billing cycle. If a receipt is missing it will be the supervisor and/or employee's responsibility to locate the receipt or obtain a copy of the receipt. In the case no receipt copy is attainable, the employee who made the purchase should create a document describing the details of the purchase, which document shall be reviewed and approved by the Department Head. It is also the responsibility of the employee to ensure sales tax is not applied to the purchase on applicable sales within the state of Kansas.

Reconciling Statements

Purchasing card statements are to be reconciled to the detailed purchase records first by the employee to whom the purchasing card is issued and reviewed and approved by the Department Head before payment can be made. It is the card user's responsibility to obtain documentation for each purchase and to submit the same to the Department Head.

The Department Head is responsible for gathering that information and for presenting it to the City Clerk for reconciling it to the monthly statement.

Card Security

Each employee is responsible for the card provided to them. Any lost or misplaced cards must be reported to the Department Head immediately. The Department Head will report the lost or misplaced cards to the City Clerk.

The card is to be used for business expenditures only.

Purchases made with the card must comply with the other requirements of the City purchasing policy.

Balance Limits

The cards have been issued with initial balance limits of \$6,500. Employees that are aware that the balance is going to exceed the limit should notify the Department Head. The Department Head will contact the City Clerk to discuss obtaining a higher limit.

Changes in Staff

When an employee resigns or is otherwise separated from employment with the City of Westwood, cards in their care must be accounted for before the final paycheck is issued, as is the case with other City property.

Audit

The Department Head is responsible for ensuring that the required documentation is obtained and on file for each purchase. It is critical that any users of the card obtain sales receipts specifically identifying the nature of the purchase.

ACH Transactions and Wire Transfers

The City receives receipts and makes disbursements electronically, either through the ACH or wire transfer systems. These transactions may be initiated either by the City or by others.

For non-typical City-initiated transactions over \$100,000 in value, the City Clerk is responsible for creating the transaction and the City Treasurer is responsible for reviewing and approving such transaction prior to final disbursement.

In the case of ACH transactions and wire transfers initiated by others, it is normally (but not always) the practice for the initiating party to provide notice of the impending transaction.

All transactions are initiated by the City Clerk. Transactions initiated by outside agencies are done only upon some form of prior authorization (payroll reporting, sales tax return, etc.). Detailed documentation supporting the transactions is to be retained in the City Clerk's office.

Electronic transactions of this nature include:

- A. State provided revenue receipts (Sales Tax, Property Tax, Alcohol Tax, etc.). Notice for these are typically provided to the City Clerk, who will forward the notice to the City Clerk's receipting station to be entered as a receipt.

- B. Interest earnings.
- C. Grant proceeds from some State and Federal Agencies.

End of month procedure

Reconciliation should be completed monthly by the City Treasurer, with final approval by the City Clerk. In order to accomplish that, the following will need to happen:

- A. When the bank statement is first available, the City Treasurer will verify the credit card receipts against the statement.
- B. Interest income on the bank statement will be processed as a journal entry through the General Ledger. These entries will be approved by the City Clerk.
- C. The City Clerk will review the bank statements, and make any supplemental entries that are necessary or that have been missed during the month.
- D. Assemble the statements from the bank and the Investments report.
- E. The City Clerk will run a balance sheet for cash only and an outstanding transaction register from the financial software. The total of these reports must equal the total of the bank statements.

The following reports and information will be maintained as documentation:

- A. The final reconciliation report
- B. The bank statements
- C. The computer-generated Treasurer's Report
- D. The outstanding check register
- E. Distribution Notices from the State of Kansas, Johnson County, or other taxing jurisdictions
- F. Voided checks
- G. Insufficient fund notifications

COUNCIL ACTION FORM

Meeting Date: March 11, 2021

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

Agenda Item: Consider adoption of the 2018 International Building Codes

Background / Description of Item:

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 also 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 codes¹

Staff Comments/Recommendation:

After extensive evaluation and collaboration with building officials in other Johnson County jurisdictions, staff is recommending approval of Ordinance Nos. 1009 – 1018, as outlined above. 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.

Building Official Eddie McNeil will be present at the meeting to answer any questions the City Council may have regarding the recommendations.

Suggested Motion:

Suggested motion #1: I move the City Council adopt Ordinance No. 1009 repealing and replacing Chapter 4, Article 1 of the Westwood City Code – International and National Codes (general administration provisions).

Suggested motion #2: I move the City Council adopt Ordinance No. 1010 repealing and replacing Chapter 4, Article 2 of the Westwood City Code – Building Code.

¹ The Electric Code is adopted on a year-off cycle from the slate of other codes. The City of Westwood is currently on the 2002 IEC and the Building Official recommends adopting the 2017 IEC.

Suggested motion #3: I move the City Council adopt Ordinance No. 1011 repealing and replacing Chapter 4, Article 3 of the Westwood City Code – Residential Code.

Suggested motion #4: I move the City Council adopt Ordinance No. 1012 repealing and replacing Chapter 4, Article 4 of the Westwood City Code – Existing Building Code

Suggested motion #5: I move the City Council adopt Ordinance No. 1013 repealing and replacing Chapter 4, Article 5 of the Westwood City Code – Fire Code.

Suggested motion #6: I move the City Council adopt Ordinance No. 1014 repealing and replacing Chapter 4, Article 6 of the Westwood City Code – Plumbing Code.

Suggested motion #7: I move the City Council adopt Ordinance No. 1015 repealing and replacing Chapter 4, Article 7 of the Westwood City Code – Fuel Gas Code.

Suggested motion #8: I move the City Council adopt Ordinance No. 1016 repealing and replacing Chapter 4, Article 8 of the Westwood City Code – Mechanical Code.

Suggested motion #9: I move the City Council adopt Ordinance No. 1017 repealing and replacing Chapter 4, Article 9 of the Westwood City Code – Electrical Code.

Suggested motion #10: I move the City Council adopt Ordinance No. 1018 repealing and replacing Chapter 4, Article 10 of the Westwood City Code – formerly Appeals.

ORDINANCE NO. 1009

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 1 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 1 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

CHAPTER IV. BUILDINGS AND CONSTRUCTION

- Article 1. International and National Codes
 - Article 2. Building Code
 - Article 3. Residential Code for One- and Two-Family Dwellings
 - Article 4. Existing Building Code
 - Article 5. Fire Code
 - Article 6. Plumbing Code
 - Article 7. Fuel Gas Code
 - Article 8. Mechanical Code
 - Article 9. Electrical Code
 - Article 10. Energy Code
 - Article 11. Moving Buildings
-

ARTICLE 1. INTERNATIONAL AND NATIONAL CODES

4-101. DEFINITIONS. As used in this article, the words and phrases herein defined shall have the following meanings unless the context otherwise requires:

- (a) Whenever the word municipality is used in the building code, it shall be held to mean the City of Westwood, Kansas;
- (b) Whenever the term corporation counsel is used in the building code, it shall be held to mean the city attorney of the City of Westwood;
- (c) Whenever the terms building official and code official are used in the building code, it shall be held to mean the building official or his or her authorized designee.
- (d) BUILDER OR BUILDING CONTRACTOR DEFINED.

(1) A builder or building contractor for purposes of this article shall be any person, firm, co-partnership, corporation, association, or any combination thereof, whether a resident or not of the city:

(A) Who or which undertakes with or for another, for a fixed sum, price, fee or any compensation other than wages, to build, construct, alter, repair, add to, wreck or move any building or structure (or any portion thereof), or any sidewalk, driveway entrance or structure in any street, or any advertising sign, panel poster or billboard,

or any other structure, in the city, for which a building or construction permit may now or hereafter be required by the laws of the city; or

(B) Who or which advertises or represents himself, herself, or itself to the public to have the capacity or ability to undertake, or submit a bid or offer to build, construct, alter, repair, add to or wreck, remove, restore, or replace any building, structure or construction work or any portion thereof; or

(C) Who or which builds, constructs, alters, adds to or wrecks any buildings or structures either on his or her own or other property for purposes of sale or speculation.

(2) A builder or building contractor as defined shall not mean or include:

(A) Any subcontractor working under the supervision of a general contractor; or

(B) Any plumbers, gas fitters, electricians, or other specialized occupation for which special licenses or bonds are required by other laws; or

(C) Any owner or his or her authorized agents or employees making ordinary repairs to his, her or its own building or structure not involving the structural parts of the building for which a permit is not required or on which a contractor, as defined, is not required, employed or engaged to perform; or

(D) Any property owner personally performing any improvements, alterations or building construction within or upon his or her own residence and intended for his or her own personal use and permanent occupancy; provided, the owner shall satisfy the building official as to his or her ability to perform such work, secure a permit, pay required fees, do work in accordance with this article, and apply for an inspection and receive approval. Personal building construction by an owner under this section shall be by himself, herself, for himself or herself on his or her own residence, without compensation and no person shall be employed to assist him or her in any way on such work except a builder or building contractor. (Ordinance 1009)

4-102. CONFLICT CLAUSE. In the event there is a conflict between a provision in any code adopted by reference in Articles 2-9 herein, with an ordinance passed by the governing body of the City of Westwood, the Westwood ordinance shall prevail. (Code 2008)

4-103. CLARIFICATION; MODIFICATION

(a) The building official shall have power to modify any of the provisions of the building code upon application in writing by the owner or lessee or his or her authorized agent when there are practical difficulties in the way of carrying out the strict letter of the code. In approving modifications, the building official shall see that the spirit of the code is observed, public safety secured, and substantial justice done. The particulars of a modification when granted or allowed and the decision of the inspector thereon shall be entered upon the records of the building official and a signed copy shall be furnished to the applicant. (Ordinance 1009)

4-104. BOARD OF BUILDING CODE APPEALS

(a) 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.

- (b) The Board of Building Code Appeals shall consist of five members appointed by the Mayor and approved by the appellant on an as-needed, case-by-case basis when an appeal is filed with the City Clerk.
- (c) All appeals to the Board of Code Appeals by any party aggrieved by any order or decision shall be filed in writing with the City Clerk. Every appeal shall be taken within thirty (30) days from the date of the order or decision from which the appeal is taken. Each appeal shall be accompanied by a fee sufficient to cover the costs of the appeal which amount shall be determined by the Clerk. In determining such amount, the Clerk shall take into account only the costs of notice and other non-administrative costs. The final disposition of any appeal to the Board shall be in the form of a resolution, which shall affirm, modify or reverse the order or decision from which the appeal is taken.
- (d) The Board of Code Appeals shall keep minutes of its proceedings, showing a summary of evidence presented at the hearing, the findings of fact by the Board, the decisions of the Board, and the vote of each member upon each question. Prior to taking binding action, the Board may take under deliberation all matters presented at the hearing. If any member is absent from a hearing or fails to vote, the minutes shall reflect this fact. All minutes and records shall be filed in the office of the City Clerk and shall be a public record.
- (e) Any person aggrieved by any action or inaction of the Board of Code Appeals may appeal the same to the District Court of Johnson County, Kansas pursuant to K.S.A. 60-2101(d), and amendments thereto. (Ordinance 1009)

4-105. LIABILITY. This article shall not be construed to relieve from any liability or lessen the liability of any person performing any activity connected herewith, nor shall the city be held as assuming any liability by reason of any inspection authorized herein, by reason of any certificate of inspection issued by it or by reason of any permit or license granted herein. (Code 2008)

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1010

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 2 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 2 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 1. BUILDING CODE

- 4-201. INCORPORATING THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE. There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "International Building Code," 2018 Edition, excluding all appendices, as published by the International Code Council, Inc., save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two (2) copies of the International Building Code shall be marked or stamped "Official Copy as incorporated by ordinance No.1010," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or changes and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format so as to be readily understood. (Ordinance 1010)
- 4-202. REVISED, AMENDED, OR DELETED SECTIONS OF THE 2003 EDITION OF THE INTERNATIONAL BUILDING CODE: The following sections of the International Building Code shall be revised, amended, or deleted:
- (a) Section 101.1, entitled "Title," shall be amended to read "These regulations shall be known as the Building Code of the City of Westwood, Kansas, hereinafter referred to as "this code.""
 - (b) Section 101.2, entitled "Scope," shall be amended to read as follows: "Exception: Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code as amended."
 - (c) Section 101.4.4, entitled "Property maintenance," shall be amended such that: "International Property Maintenance Code" shall be replaced with "City Code of Westwood" as shall any other references in this code.
 - (d) Section 101.4.8 shall be added to read: "101.4.8 Electrical. The provisions of the 2017 National Electrical Code, as amended, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto."
 - (f) Section 105.1.3 is hereby added to read as follows: "105.1.3 COUNTY LICENSE REQUIRED. All persons undertaking work which requires a permit as provided in Section 105, or seeking to obtain that permit from the City, are required to have a currently valid contractor's license from the Johnson County Contractor's Licensing Program. That County license shall have been issued

by the County in accordance with the provisions of the Johnson County Contractors Licensing Program and the Contractor Licensing Regulations adopted by the Board of County Commissioners by Resolution 058-01 on August 9, 2001, and any regulations subsequently adopted by the Contractor Licensing Review Board as authorized by said County Licensing Regulations, as said Resolution and regulations may be amended from time to time by said Boards.

Exception: The owner of a single family dwelling shall be allowed to secure a permit to construct, alter or repair said dwelling provided the following conditions are met: (1) the homeowner currently occupies the dwelling or will occupy the dwelling once the construction has been completed; and (2) the homeowner undertakes the work himself/herself, without compensation and no person shall be employed to assist the homeowner in any way on such work except a builder or building contractor licensed by Johnson County. The Building Official may waive the provisions of this Section where it can be established that no license exists for the installation, alteration, or repair of a certain type of work requiring a permit, or due to other unique circumstances.

(g) Section 105.2, entitled "Work exempt from permit," shall be revised to and amended to delete the following exemptions from the permit requirement under "Building:"

(1) One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 120 square feet (11.15 square meters).

(2) Fences not over 6 feet (1829 mm) high.

(3) Oil derricks.

(4) Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

(5) Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.

(h) Section 105.2, entitled "Work exempt from permit," shall also be revised and amended for exemption 9 under "Building," to read "Prefabricated swimming pools which are less than 12 inches deep."

(i) Section 105.3.2, "Time limit of application," shall be amended to read as follows: "An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension or extensions shall be requested in writing and justifiable cause demonstrated."

(j) Section 109.3, entitled "Building Permit Valuations," shall be amended to add the following sentence at the end of said provision: "Alternatively, building permit fees may be set and established administratively by the City according to the schedule as established by the City and as amended."

(k) Section 109.4, entitled "Work commencing before permit issuance" shall be amended to read; "Any person who commences work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits, shall be subject to a fee equal to one half of the permit fee, in addition to required fees.

(l) Section 113.1, entitled "General," shall be amended to read as set out in section 4-104 of the City Code.

(m) Section 114.4, entitled "Violation penalties," shall be amended to add the following at the end of said provision: "In addition to any administrative remedies or other legal or equitable remedies provided, any persons violating the provisions of this code shall, upon conviction

thereof, be fined in a sum not to exceed \$500.00, or be imprisoned not to exceed six months or be both so fined and imprisoned. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the city ordinances is committed, continued or permitted by any such person."

(n) Section 115.2, entitled "Issuance" (Stop Work Order) shall be amended by adding to the first sentence, "or by posting the notice on the property in a conspicuous place."

(o) Section 1612.3, entitled "Establishment of flood hazard area," shall be deleted, and in lieu thereof, shall be inserted the following: "To establish flood hazard areas, the City of Westwood may adopt a flood hazard map and supporting data. If and when the city undertakes such a task, such shall comply with the requirements of Section 1612.3 and shall be incorporated into the city's code requirements."

(p) Section 2701.1, entitled "Scope," is hereby changed to read; "This chapter governs the electrical components, equipment and systems used in buildings and structures covered by this Code. Electrical components, equipment and systems shall be designed and constructed in accordance with the 2017 National Electrical Code."

(q) Chapter 32, entitled "Encroachments into the Public Right-of-Way", shall be deleted in its entirety.

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1011

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 3 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 3 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 3. RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS

- 4-301. INCORPORATING THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE FOR ONE-AND TWO-FAMILY DWELLINGS. There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "International Residential Code for One- and Two-Family Dwellings," 2018 Edition, including Appendix Chapters F, H, J, K and N as published by the International Code Council, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. However, with respect to Appendix F, Radon Control Methods, this Appendix shall apply only to the construction of new residential structures and shall not apply to additions to or the remodeling of existing residential structures. No fewer than two (2) copies of the International Residential Code for One- and Two-Family Dwellings shall be marked or stamped "Official Copy as incorporated by ordinance No. 1011" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format so as to be readily understood. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such International Residential Code for One- and Two-Family Dwellings similarly marked, as may be deemed expedient. (Ordinance 1011)
- 4-302. REVISED, AMENDED, OR DELETED SECTIONS OF THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE FOR ONE-AND TWO-FAMILY DWELLINGS. The following sections of the International Residential Code for One-and Two-Family Dwellings 2018 Edition shall be revised, amended, or deleted:
- (a) Section R101.1, entitled "Title," shall be amended to read: "These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Westwood, Kansas, and shall be cited as such and will be referred to herein as "this code.""
 - (b) Section R105.2, entitled "Work exempt from permit," shall be revised and amended to delete exemptions 1, 2, 3, 4, 5, 7, 9 and 10 from the permit requirement under the heading "Building":
 - (c) Section R108.3, entitled "Building permit valuations," shall be amended to add the following sentence at the end of said provision: "Alternatively, building permit fees may be set and

established administratively by the City according to the schedule as established by the City and as amended.”

(d) Section R108.6, entitled “Work commencing before permit issuance,” shall be amended to read “Any person who commences work requiring a permit on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee equal to one half of the permit fee, in addition to required fees.

(e) Section R112.1, entitled “General,” shall be amended to read as set out in section 4-104 of the City Code.

(f) Section R113.4, entitled “Violation penalties,” shall be amended to add the following at the end of said provision: In addition to any administrative remedies or other legal or equitable remedies provided, any persons violating the provisions of this code shall, upon conviction thereof be fined in a sum not to exceed \$500.00, or be imprisoned not to exceed six months or be both so fined and imprisoned. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the city ordinances is committed, continued or permitted by any such person.

(g) Section R114., entitled “Notice to Owner (Stop Work Order)” shall be amended so that the second sentence shall read; “The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner’s agent, or to the person doing the work, or posted on the property in a conspicuous place; and shall state the conditions under which work will be permitted to resume.”

(h) Section R201.3, entitled “Terms defined in other codes,” shall be amended to read as follows: “Where terms are not defined in this code and are defined in the 2017 National Electrical Code, International Building Code, International Fire Code, the International Fuel Gas Code, or the International Mechanical Code, such terms shall have meanings ascribed to them as in those codes.”

(i) Section R301.2, entitled “Climatic and geographic design criteria, shall be amended as follows: “The criteria herein shall be administratively established by the building official and inserted herein.” Section R301.2, Table R301.2(1), is hereby amended to insert the criteria as follows:

Roof Snow Load: 20 pounds per square foot

Wind Speed: 90 miles per hour

Topographic effects: No

Seismic Design Category: A

Weathering: Severe

Frost Line Depth: 36 inches

Termite: Moderate to Heavy

Decay: Slight to Moderate

Winter Design Temperature: Six degrees Fahrenheit

Ice Barrier Underlayment Required: Yes

Flood Hazards: Latest adopted FIRM and FBFM documents

Air Freezing Index: 1000

Mean Annual Temperature: 54.7 degrees Fahrenheit

(j) Section R305.1, entitled “Minimum height,” shall be amended to amend only the first sentence thereof to read as follows: “Habitable rooms, hallways, corridors, bathrooms, toilet rooms, laundry rooms and basements shall have a ceiling height of not less than 6 feet 8 inches.” Also, the subparagraph of section R305.1, entitled “Exceptions 3.,” shall be amended to read as follows: “Not more than 50% of the required floor area of a room or space is permitted

to have a sloped ceiling less than 5 feet, 8 inches in height with no portion of the required floor area less than 5 feet in height.” (Code 2008)

(k) Section R309.5, entitled “Fire Sprinklers,” is hereby deleted in its entirety.

(l) Section R313, entitled “Automatic Fire Sprinkler Systems,” is hereby deleted in its entirety.

(m) Section R401.1, entitled “Application,” shall be amended by adding the following paragraph: “Foundation designs for one- and two-family dwellings may use the approved standards and designs provided in the Johnson County Residential Foundation Guidelines in lieu of the prescriptive requirements of Chapter 4 of this Code as approved by the Building Official.”

(n) Section R403.1.1, entitled “Minimum size,” is hereby added to read as follows: “The minimum size for all residential concrete footings shall be 8 inches in depth and 16 inches in width. Steel shall be minimum ½” in size with two (2) bars running parallel in the footing. Single story trench footings are to be a minimum of 12 inches in width. Footing projections shall be at least 2 inches and shall not exceed the thickness of the footing. The minimum load-bearing value of soil shall be 2,000 psf. Soils investigation reports are required when it appears the soil bearing value is below 2,000 psf, or when conditions exist as described in R401.4. Footings for structures with more than two stories shall be designed by a licensed Kansas engineer.”

(o) Section R501.3, entitled “Fire protection of floors,” is hereby amended to read as follows: “Floor assemblies not required elsewhere in this code to be fire resistance rated shall be provided with a ½ inch gypsum wallboard membrane, 5/8-inch wood structural membrane or equivalent on the underside of the floor framing member for open web-type floor truss systems and I joist systems.

Exceptions:

1. Floor systems located directly over a space protected by an automatic sprinkler system in accordance with Section P2904, NFPA 13D, or other approved systems.
2. Floor systems located directly over a crawl space not intended for storage or fuel fired appliances.
3. The aggregate area of the unprotected portions shall not exceed eighty square feet (80 sq. ft.).”

(p) Section R507.1, entitled “Decks,” shall be amended by adding the following paragraph: “In lieu of the requirements of Section R507 Decks, the construction of decks and balconies may use the approved standards and designs provided in the latest edition of the Johnson County Building Officials Deck Design publication.”

(q) Section R907.3, entitled “Recovering versus Replacement,” is hereby amended to read as follows: “New roof coverings shall not be installed without first removing all existing layers of roof coverings down to the roof decking. Exception: Where the existing roof assembly includes an ice barrier membrane that is adhered to the roof deck, the existing ice barrier membrane shall be permitted to remain in place and covered with an additional layer of ice barrier membrane in accordance with Section R905.”

(r) Section N1101.1, entitled “Scope,” is hereby amended to add the following paragraphs following the first paragraph:

“As an alternative to the provisions of Chapter 11 of this Code, structures validated by an accepted certified energy auditor to meet a HERS rating score of 85 or less shall be deemed to meet this Code. The energy auditor shall present their national certification credentials for review and approval by the Building Official prior to issuance of the permit.”

“Failure to meet with the compliance rating of 85 or less shall result in a “notice” to the owner that the structure has failed to comply with this Code. Such “notice” shall be signed by the contractor and the owner.”

(s) Table N1102.1.2 of the Residential Code is hereby amended as follows:

Table N1102.1.1

Insulation and Fenestration Requirements by Component^a

Climate Zone	Fenestration U-Factor	Skylight U-Factor ^b	Glazed Fenestration SHGC ^b	Ceiling R-Value ^f	Wood Frame Wall R-Value	Mass Wall R-Value	Floor R-Value	Basement Wall R-Value ^c	Slab R-Value & Depth ^d	Crawl Space Wall R-Value ^c
4	0.35	0.55	0.4	49	13	8/13	19	10/13	NR	10/13

a. R-values are minimums. U-factors and SHGC are maximums. When insulation is installed in a cavity which is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.

d. R-5 shall be added to the required slab edge R-values for heated slabs.

e. No change.

f. No change.

g. No change.

h. Refers to wall cavity insulation minimum standards only.

i. The second R-value applies when more than half the insulation is on the interior of the mass wall.

j. Loose-fill insulation shall be installed at the rate recommended by the manufacturer's statement "so many bags per 1,000 sq. ft." Where the pitch of the roof restricts the minimum thickness at the exterior wall line, the insulation shall be blown into the cavity so as to achieve a greater compacted density to a point where the "minimum thickness" can be achieved. An alternative is to install high density batts around the perimeter edge per R1102.2.

(t) Section N1102.4.1.2, entitled "Testing," is hereby amended to read as follows: "The building or dwelling unit shall be tested and verified as having an air leakage rate not exceeding 5 air changes per hour. Testing shall be conducted with a blower door at a pressure of 0.2 inches w.c. (50 Pascals). Where required by the Code Official, testing shall be conducted by an approved third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the Code Official. Testing shall be performed at any time after creation of all penetrations of the building thermal envelope."

During testing:

1. Exterior windows and doors, fireplaces and stove doors shall be closed but not sealed beyond the intended weather stripping or other infiltration control measures.
2. Dampers, including exhaust, intake, makeup air, backdraft and flue dampers shall be closed but not sealed beyond intended infiltration control measures.

3. Interior doors, if installed at the time of the test, shall be open.
 4. Exterior doors for continuous ventilation systems and heat recovery ventilators shall be closed and sealed.
 5. Heating and cooling systems, if installed at the time of the test, shall be turned off.
 6. Supply and return registers, if installed at the time of the test, shall be fully open.
- (u) Section N1103.3.5, entitled "Building Cavities (Mandatory)," shall be deleted in its entirety.
- (v) Section N1103.5.3, entitled "Hot water pipe insulation (prescriptive)," shall be deleted in its entirety.
- (w) Section P2503.4, entitled "Building Sewer Testing," is hereby amended to read as follows: "The building sewer shall be tested by insertion of a test plug at the point of connection with the public sewer and filling the building sewer with water, testing with not less than a ten (10') foot head of water and be able to maintain such pressure for fifteen (15) minutes or by air, maintaining five (5) PSI for fifteen (15) minutes. This testing will be required when ordered by the Building Official."
- (x) Section P2503.5, entitled "Drain, waste and vent systems testing," is hereby amended to read as follows: "Rough and finished plumbing installations shall be tested in accordance with Sections P2503.5.1 and P2503.5.2. This testing will be required when ordered by the Building Official."
- (y) Section P2903.4, entitled "Thermal expansion control," is hereby amended to read: "A means for controlling increased pressure caused by thermal expansion shall be installed in each dwelling unit. A thermal expansion tank shall be the means in which to control thermal expansion. At the time a water heater is new or replaced, a thermal expansion tank shall be installed.
- Exception: In cases where a thermal expansion tank is not feasible, the Code Official shall determine an approved method of thermal expansion control.
- (z) Section P2904, entitled "DWELLING UNIT FIRE SPRINKLER SYSTEMS," is hereby to be used as a reference for standards and requirements only if a sprinkler system is installed. Automatic Fire Sprinkler systems (section R313) are deleted from the requirements of this code adoption.
- (aa) Section P3114.1, entitled "Air admittance valves, General," is hereby amended to read as follows: "Vent systems using air admittance valves shall comply with this section. Individual and branch type air admittance valves shall conform to ASSE 1051. Stack-type air admittance valves shall conform to ASSE 1050. The use of air admittance valves shall only be done so by the approval of the Building Official."
- (bb) Section E3902.2, entitled "Garage and accessory building receptacles," is hereby amended to read as follows: "All 125-volt single phase 15 or 20 ampere receptacles installed in garages and grade level portions of accessory buildings used for storage or work areas shall have ground fault circuit interrupter protection for personnel.

Exceptions:

1. Receptacles that are not readily accessible such as a ceiling mounted receptacle for a garage door opener.
2. A single receptacle supplying a dedicated branch circuit that is located and identified for a specific use by a cord and plug connected appliance such as a refrigerator, freezer, or a central vacuum system."

(cc) Section E3902.5, entitled "Unfinished basement receptacles," is hereby amended to read as follows: "All 125-volt single phase 15 and 20 ampere receptacles installed in unfinished basements shall have ground-fault circuit interrupter protection for personnel. For purposes of

this section, unfinished basements are defined as portions or areas of the basement not intended as habitable rooms and limited to storage areas, work areas and the like.

Exceptions:

1. A dedicated receptacle supplying only a permanently installed fire alarm or burglar alarm system.
2. Single dedicated receptacles supplying a sump pump.
3. A single receptacle supplying a dedicated branch circuit that is located and identified for a specific use by a cord and plug connected appliance such as a refrigerator, freezer, or a central vacuum system."

(dd) Section E3902.16, entitled "Arc-fault circuit interrupter protection," is hereby amended to read as follows: "All branch circuits that supply 120-volt single phase 15 and 20 ampere outlets installed in libraries, dens, bedrooms, closets and similar rooms or areas shall be protected by a combination type arc-fault circuit interrupter installed to provide protection of the branch circuit. Other rooms, such as family rooms, dining rooms, living rooms, parlors, sunrooms, recreation rooms, hallways and similar rooms or areas are exempt from this requirement. For these purposes a smoke alarm shall not be considered an outlet and is not required to be on an arc-fault circuit. Isolated circuits serving smoke detectors and/or carbon monoxide detectors shall be exempt from arc-fault protection.

Exceptions:

1. Where an outlet branch circuit type AFCI is installed at the first outlet to provide protection for the remaining portion of the branch circuit, the portion of the branch circuit between the branch circuit overcurrent device and the first outlet shall be installed with metal outlet and junction boxes and RMC, IMC, EMT, type MC, or steel armored type AC cables meeting the requirements of Section E3908.8
2. Where an outlet branch circuit type AFCI is installed at the first outlet to provide protection for the remaining portion of the branch circuit the portion of the branch circuit between the branch circuit overcurrent device and the first outlet shall be installed with metal or nonmetallic conduit or tubing that is encased in not less than 2 inches of concrete.
3. AFCI protection is not required for an individual branch circuit supplying only a fire alarm system where the branch circuit is wired with metal outlet and junction boxes and RMC, IMC, EMT, or steel-sheathed armored cable, Type AC or Type MC, meeting the requirements of Section E3908.8. (Ordinance 1011)

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1012

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 4 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 4 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 4. EXISTING BUILDING CODE

- 4-401. INCORPORATING THE 2018 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE. There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "International Existing Building Code" 2018 Edition, including Appendix B as published by the International Code Council, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two (2) copies of the International Existing Building Code shall be marked or stamped "Official Copy as incorporated by ordinance No. 1012," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format as to be readily understood. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such International Existing Building Code similarly marked, as may be deemed expedient. (Ordinance 1012)
- 4-402. REVISED, AMENDED; OR DELETED SECTIONS OF THE 2018 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE. The following sections of the International Existing Building Code 2018 Edition shall be revised, amended, or deleted:
- (a) Section 101.1, entitled "Title," shall be amended to read: "These regulations shall be known as the International Existing Building Code of the City of Westwood, Kansas, hereinafter referred to as "this code."
 - (b) Section 105.2, entitled "Work Exempt from Permit," shall be amended to delete the following exemptions from the permit requirements:
 - (1) Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below.
 - (2) Window awnings supported by an exterior wall.
 - (c) Section R112.1, entitled "General," shall be amended to read as set out in section 4-104 of the City Code.
 - (d) Section 113.4, entitled "Violation penalties," shall be amended to add the following:
In addition to any administrative remedies or other legal or equitable remedies provided, any persons violating the provisions of this code shall, upon conviction thereof, be fined in a sum not

to exceed \$500.00, or be imprisoned not to exceed six months or be both so fined and imprisoned. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the city ordinances is committed, continued or permitted by any such person.

(e) Section 114.2, entitled "Issuance (Stop Work Order)," shall be amended to add to the first sentence, "or posted on the property in a conspicuous place."

(f) Section 201.3, entitled "Terms defined in other codes," shall be amended to add after the term "other International Codes," the term "and the National Electrical Code." (Ordinance 1012)

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1013

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 5 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 5 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 5. FIRE CODE

- 4-501 INCORPORATING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE. There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "International Fire Code" 2018 Edition, including Appendices B, C, D, E, F, H and I, and excluding all other Appendices, as published by the International Code Council, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two (2) copies of the International Fire Code shall be marked or stamped "Official Copy as incorporated by ordinance No.1013," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format so as to be readily understood. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such International Fire Code similarly marked, as may be deemed expedient. (Ordinance 1013)
- 4-502 REVISED, AMENDED, OR DELETED SECTIONS OF THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE. The following sections of the International Fire Code 2018 Edition shall be revised, amended, or deleted:
- (a) Section 101.1, entitled "Title," shall be amended to read as follows: "These regulations shall be known as the International Fire Code of the City of Westwood, Kansas, hereinafter referred to as 'this code.'"
 - (b) Section 103.2, entitled "Appointment," is hereby amended to read as follows: "The Fire Code Official shall also be known as Consolidated Fire District #2 of Johnson County, Kansas and/or the Building Official."
 - (c) Section 105.1.1, entitled "Permits required," shall be amended to add a final sentence as follows: "The fees for this code and the permits therefor shall be set and established administratively by the City according to the schedule as established by the City and as amended."
 - (d) Section 105.7, entitled "Required Construction Permits," shall be amended to read as follows: "The building official is authorized to issue construction permits for work as set forth in sections 105.7.1 to 105.7.25. Consolidated Fire District #2 requires and is authorized to issue

separate permits for new construction, tenant finishes, installation of new or modification of existing fire sprinkler systems, fire alarm systems and/or commercial cooking suppression systems.”

(e) Section 109.1, entitled “General,” shall be amended to read as set out in section 4-104 of the City Code.

(f) Section 110.4, entitled “Violation penalties,” shall be amended to read as follows: “In addition to any administrative remedies or other legal or equitable remedies provided, any persons violating the provisions of this code shall, upon conviction thereof, be fined in a sum not to exceed \$500.00, or be imprisoned not to exceed six months or be both so fined and imprisoned. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the city ordinances is committed, continued or permitted by any such person.”

(g) Section 112.2, entitled “Issuance (Stop Work Order)” shall be amended to add to the first sentence, “or posted on the property in a conspicuous place.”

(h) Section 112.4, entitled “Failure to comply,” shall be amended to read as follows: “Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a violation of this code, and punished in accordance herewith.”

(i) Section 201.3, entitled “Terms defined in other codes,” shall be amended to read as follows: “Where terms are not defined in this code and are defined in the 2017 National Electrical Code, and 2018 International Building Code, the International Fuel Gas Code, International Mechanical Code, or International Plumbing Code, such terms shall have meanings ascribed to them as in those codes.”

(j) Section 501.3, entitled “Construction Documents,” shall be amended to read as follows: “Construction documents for proposed fire apparatus roads, locations of fire lanes, or security gates across fire apparatus access; and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the Building Code Official and Fire District #2 of Johnson County, Kansas for review and approval prior to construction.”

(k) Section 5706.2.4.4., entitled “Locations where above-ground tanks are prohibited,” shall be amended to read: “The storage of Class I and II liquids in above-ground tanks is prohibited anywhere in the city, except that a permit for such tanks may be granted by the Governing Body upon good cause shown and assurances by all competent sources that such tank poses no unreasonable threat or danger to persons or property.” (Ordinance 1013)

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1014

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 6 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 6 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 6. PLUMBING CODE

- 4-601 INCORPORATING THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE. There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "International Plumbing Code" 2018 Edition, , including Appendix F, and excluding all other Appendix Chapters; B, C, D, and E, as published by the International Code Council, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two (2) copies of the International Plumbing Code shall be marked or stamped "Official Copy as incorporated by ordinance No. 1014," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format to be readily understood. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such International Plumbing Code similarly marked, as may be deemed expedient. (Ordinance 1014)
- 4-602 REVISED, AMENDED, OR DELETED SECTIONS OF THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE. The following sections of the International Plumbing Code 2018 Edition shall be revised, amended, or deleted:
- (a) Section 101.1, entitled "Title," shall be amended to read: "These regulations shall be known as the International Plumbing Code of the City of Westwood, Kansas, hereinafter referred to as 'this code.'"
 - (b) Section 106.6.2, entitled "Fee schedule," shall be amended to read as follows: "The fees for all plumbing work and the permits therefor shall be set and established administratively by the City according to the schedule as established by the City and as amended."
 - (c) Section 106.6.3., entitled "Fee refunds," shall be amended to read as follows: "The building official is authorized to establish a refund policy."
 - (d) Section 108.4, entitled "Violation penalties," shall be amended to read as follows:
"Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code shall be guilty of a violation of this code. In addition to

any administrative remedies or other legal or equitable remedies provided, any persons violating the provisions of this code shall, upon conviction thereof, be fined in a sum not to exceed \$500.00, or be imprisoned not to exceed six months or be both so fined and imprisoned. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the city ordinances is committed, continued or permitted by any such person."

(e) Section 108.5, entitled "Stop work orders," shall be amended so that the second sentence shall have added the following, "or posted on the property in a conspicuous place," and the final sentence thereof shall read: "any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a violation of this code and punished in accordance herewith."

(f) Section R109, entitled "Means of Appeal," shall be amended to read as set out in section 4-104 of the City Code.

(g) Section 201.3, entitled "Terms defined in other codes," shall be amended to read as follows: "Where terms are not defined in this code and are defined in the 2002 National Electrical Code, International Building Code, International Fire Code, the International Fuel Gas Code, or the International Mechanical Code, such terms shall have meanings ascribed to them as in those codes."

(h) Section 305.6.1, entitled "Sewer depth," shall be amended to read as follows: Building sewers shall be constructed in accordance with the requirements of Johnson County Wastewater.

(i) Section 701.3, entitled "Separate sewer connection," shall be amended to read as follows: "All residential duplex units and or condominium/townhouse units shall have installed separate sanitary sewer service lines to each living unit from the main line to the living unit."

(j) Section 702.3, Table 702.3, entitled "Building Sewer Pipe," is hereby amended by removing the following pipes from the approved material list: "Vitrified clay pipe."

(k) Section 702.4, Table 702.4, entitled "Pipe Fittings," is hereby amended by removing the following pipes from the approved material list: "Vitrified clay pipe."

(l) Section 903.1, entitled "Roof extension," is hereby amended by inserting "12 in (305mm)" in place of [NUMBER]. (Ordinance 1014)

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1015

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 7 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 7 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 7. FUEL GAS CODE

- 4-701. INCORPORATING THE 2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE. There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "International Fuel Gas Code" 2018 Edition, including Appendices A, B, C and D, as published by the International Code Council, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two (2) copies of the International Mechanical Code shall be marked or stamped "Official Copy as incorporated by ordinance No. 1015," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format so as to be readily understood. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such International Mechanical Code similarly marked, as may be deemed expedient. (Ordinance 1015)
- 4-702 (a) Section 101.1, entitled "Title," shall be amended to read: "These regulations shall be known as the International Fuel Gas Code of the City of Westwood, Kansas, hereinafter referred to as 'this code.'"
- (b) Section 106.6.2, entitled "Fee schedule," shall be amended to read as follows: "The fees for all fuel gas work and the permits therefor shall be set and established administratively by the City according to the schedule as established by the City and as amended."
- (c) Section 108.4, entitled "Violation penalties," shall be amended to read as follows: "Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code shall be guilty of a violation of this code. In addition to any administrative remedies or other legal or equitable remedies provided, any persons violating the provisions of this code shall, upon conviction thereof, be fined in a sum not to exceed \$500.00, or be imprisoned not to exceed six months or be both so fined and imprisoned. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the city ordinances is committed, continued or permitted by any such person."

(d) Section R109, entitled “Means of Appeal,” shall be amended to read as set out in section 4-104 of the City Code. (Ordinance 1015)

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1016

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 8 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 8 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 8. MECHANICAL CODE

- 4-801. INCORPORATING THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE. There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "International Mechanical Code" 2018 Edition, including Appendix A., but excluding Appendix B., as published by the International Code Council, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two (2) copies of the International Mechanical Code shall be marked or stamped "Official Copy as incorporated by ordinance No. 1016," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format to be readily understood. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such International Mechanical Code similarly marked, as may be deemed expedient. (Ordinance 1016)
- 4-802. REVISED, AMENDED, OR DELETED SECTIONS OF THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE. The following sections of the International Mechanical Code 2018 Edition shall be revised, amended, or deleted:
- (a) Section 101.1, entitled "Title," shall be amended to read: "These regulations shall be known as the Mechanical Code of the City of Westwood, Kansas, hereinafter referred to as 'this code.'"
 - (b) Section 106.5.2, entitled "Fee schedule," shall be amended to read as follows:
"The fees for mechanical work and the permits therefor shall be set and established administratively by the City according to the schedule as established by the City and as amended."
 - (c) Section 106.5.3, entitled "Fee refunds," shall be amended to read as follows: "The building official is authorized to establish a refund policy."
 - (d) Section 108.4, entitled "Violation penalties," shall be amended to read as follows:
"Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code shall be guilty of a violation of this code. In

addition to any administrative remedies or other legal or equitable remedies provided, any persons violating the provisions of this code shall, upon conviction thereof, be fined in a sum not to exceed \$500.00, or be imprisoned not to exceed six months or be both so fined and imprisoned. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the city ordinances is committed, continued or permitted by any such person."

(e) Section 108.5, entitled "Stop work orders," shall be amended so that the following shall be added to the second sentence, "or shall be posted on the property in a conspicuous place," and the final sentence thereof shall read: "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a violation of this code, and punished in accordance herewith."

(f) Section R109, entitled "Means of Appeal," shall be amended to read as set out in section 4-104 of the City Code. (Ordinance 1016)

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1017

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 9 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 9 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 9. ELECTRICAL CODE

- 4-901. INCORPORATING THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE. There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "National Electrical Code 2017 Edition," hereafter also known as "this code," as published by the National Fire Protection Association, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two (2) copies of the National Electrical Code shall be marked or stamped "Official Copy as incorporated by ordinance No. 1017," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format to be readily understood. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such National Electrical Code similarly marked, as may be deemed expedient. (Ordinance 1017)
- 4-902. AMENDED SECTION 90.4 OF THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE - Section 90.4, entitled "Enforcement," is hereby amended to be replaced with the following paragraphs:
- (a) The National Electrical Code is intended to be suitable for mandatory application by governmental bodies that exercise legal jurisdiction over electrical installations, include signaling and communication systems, and for use by insurance inspectors. The authority having jurisdiction for enforcement of the Code has the responsibility for making interpretations of the rules, for deciding on the approval of equipment and materials and for granting the special permission contemplated in a number of the rules.
 - (b) By Special permission, the authority having jurisdiction may waive special requirements in this Code or permit alternative methods where it is assured that equivalent objectives can be achieved by establishing and maintaining effective safety.
 - (c) This code may require new products, constructions, or materials that may not yet be available at the time the Code is adopted. In such event, the authority having jurisdiction may permit the use of the products, constructions, or materials that comply with the most recent previous edition of this Code adopted by the jurisdiction.

(d) Existing Equipment Electrical conductors and equipment lawfully installed prior to the effective date of this Code may have their existing use, maintenance or repair continued if the use, maintenance, or repair is in accordance with the original design and location and is not a hazard to life, health or property. The owner or his/her designated agent shall be responsible for adequate maintenance of electrical conductors and equipment.

(e) Right of Entry. Upon presentation of proper credentials, the building official or his/her duly authorized representatives may enter any building structure or premises in the City at reasonable hours to perform any duty imposed upon him/her by this Code.

(f) Stop Orders. Whenever any work is being done contrary to the provisions of this Code, the building official shall notify in writing the persons engaged in the doing or causing such work to be done of violations found specifying a period of time allowed to bring the work into code conformance.

(g) Authority to Condemn Equipment:

(1) Whenever the building official learns or ascertains that any electrical conductor or equipment as defined in this Code has become hazardous to life, health or property, he/she shall order in writing that such equipment be restored to a condition of safety or be dismantled or removed from its present location. The written notice shall fix a time limit for compliance with such order.

(2) The building official is authorized to have electrical current and/or fuel supply to equipment as defined in this Code sealed off by the proper utility supplier where such installation is done without permit or does not meet the provisions of this Code. Where electric current or fuel supply has been sealed off, it shall be unlawful for any unauthorized person to break such seal. Upon corrections being made to meet requirements set forth in this Code, the building official shall contact the proper utility supplier to approve the removal of such seal.

(h) Authority to Abate.

(1) Any portion of an electrical system found by the building official to be unsafe as defined herein is hereby declared to be a nuisance.

(2) Where a nuisance exists or an electrical system is maintained in violation of this Code, or any notice issued pursuant to this section, the building official shall require the nuisance or violation to be abated and where necessary shall seek such abatement in the manner provided by Law.

(i) Administrative Authority. The building official or authorized representatives shall be the authority duly appointed to enforce this Code.

(1) Violations. It shall be unlawful for any person, firm, or corporation to violate any of the provisions of this Code. The issuance or granting of a permit or approval of plans shall not prevent the building official from thereafter requiring the correction of errors in said plans and specifications or from preventing construction operations being carried on hereunder when in violation of this Code, or of any other Ordinance, or from revoking any certificate of approval when issued in error. Every permit issued by the building official under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 180 days from date of issuance of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work provided no changes have been made or will be made in the

original plans and specifications for such work and provided further that such suspension or abandonment has not exceeded one (1) year.

(2) Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code shall be guilty of a violation of this code. In addition to any administrative remedies or other legal or equitable remedies provided, any persons violating the provisions of this code shall, upon conviction thereof, be fined in a sum not to exceed \$500.00, or be imprisoned not to exceed six months or be both so fined and imprisoned. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of the city ordinances is committed, continued or permitted by any such person.

(3) Liability. The building official or any employee charged with the enforcement of this Code acting in good faith without malice for the jurisdiction in the discharge of his/her duties shall not thereby render himself liable personally and he/she hereby is relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reasons of any act or omission in the discharge of his/her duties. Any suit brought against the building official or his/her employees because of such act or omission performed by him/her in the enforcement of any provisions of this Code shall be defended by legal representation of the City until final termination of the proceeding.

(j) Permit Required:

(1) No installation, alteration or removal shall be made to the wiring of any building or structure for light, heat or power or to increase the load of energy carried by such wires or equipment, nor shall any building or structure be wired for electric lights, appliances, motors, apparatus or heating devices, nor shall alterations be made thereto without a permit being first issued by the City and applicable business and contractor licenses.

(2) The building official may in writing suspend or revoke a permit issued under provisions of this Code whenever the permit is issued in error or on the basis of incorrect information supplied or in violation of any Ordinance or regulation of any provisions of this Code.

(k) Permit fees. Permit fees shall be established administratively.

(l) The building official is authorized to establish a refund policy.

(m) Inspections. All work shall be subject to inspection by the building official or his/her appointed designee. Any portion of equipment which will be concealed prior to completion shall be subject to inspection prior to such work being concealed.

(n) Board of Building Code Appeals shall be the same as set out in section 4-104 of the City Code. (Ordinance 1017)

4-903. REVISED, AMENDED, OR DELETED SECTIONS OF THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE:

(a) Section 210.12(A), entitled "Dwelling Units," shall be amended to read as follows: All 120-volt, single phase, 15- and 20-ampere branch circuits supplying outlets installed in dwelling unit bedrooms, dens, libraries, closets and similar rooms or areas shall be protected by a listed arc-fault circuit interrupter, combination-type, installed to provide protection of the branch circuit. Arc-fault circuit interrupters, combination types, will not

be required for the family rooms, dining rooms, living rooms, parlors, sunrooms, recreation rooms, hallways or similar rooms or areas. Isolated circuits serving smoke detectors and/or carbon monoxide detectors shall be exempt from arc-fault protection.

- (b) Section 310.1, entitled "Scope," shall be amended to read as follows: This Article covers general requirements for conductors and their type designations, insulations, markings, mechanical strengths, ampacity ratings and uses. These requirements do not apply to conductors that form an integral part of equipment such as motors, motor controllers and similar equipment or to conductors specifically provided for elsewhere in this Code.

Informational Note: For flexible cords and cables, see Article 400. For fixture wires, see Article 402.

The use of nonmetallic sheathed cable with aluminum or copper clad aluminum conductors size 8 or smaller will not be permitted for branch circuit wiring in construction, alteration, or repair. This shall apply to branch circuits from distribution point. (Ordinance 1017)

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

ORDINANCE NO. 1018

AN ORDINANCE AMENDING THE WESTWOOD CITY CODE, AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 4 ARTICLE 10 OF THE CODE OF THE CITY OF WESTWOOD, KANSAS.

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

SECTION ONE: That Chapter 4 Article 10 of the Code of the City of Westwood, Kansas, be repealed and replaced in its entirety as follows:

ARTICLE 10. ENERGY CONSERVATION CODE

4-1001. INCORPORATING THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE.

There is hereby incorporated by reference for the purpose of regulating building and construction practices and to provide for the public safety and welfare within the corporate limits of the City of Westwood, Kansas, that certain document known as the "International Energy Conservation Code" 2018 Edition, including Appendix RA, as published by the International Code Council, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than two (2) copies of the International Mechanical Code shall be marked or stamped "Official Copy as incorporated by ordinance No. 1018," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. One such copy, however, may be in electronic form, provided that any changes or amendments are attached to or recorded in such electronic format so as to be readily understood. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such International Energy Conservation Code similarly marked, as may be deemed expedient. (Ordinance 1018)

4-1002. REVISED, AMENDED, OR DELETED SECTIONS OF THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE:

- (a) Section R101.1, entitled "Title," shall be amended to read: "These provisions shall be known as the International Energy Conservation Code of the City of Westwood, Kansas, and shall be cited as such and will be referred to herein as "this code.""
- (b) Section R109.1, entitled "General," shall be amended to read as set out in section 4-104 of the City Code.
- (c) Table R402.1.2 is hereby amended to read as follows:

Table R402.1.2

Insulation and Fenestration Requirements by Component^a

Climate Zone	Fenestration U-Factor	Skylight U-Factor ^b	Glazed Fenestration SHGC ^b	Ceiling R-Value ^f	Wood Frame Wall	Mass Wall R-	Floor R-Value	Basement Wall	Slab R-Value &	Crawl Space Wall
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					R- Value	Value		R- Value ^c	Depth ^d	R- Value ^c
4	0.35	0.55	0.4	49	13	8/13	19	10/13	NR	10/13

- a. R-values are minimums. U-factors and SHGC are maximums. When insulation is installed in a cavity which is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table.
- b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.
- d. R-5 shall be added to the required slab edge R-values for heated slabs.
- e. No change.
- f. No change.
- g. No change.
- h. Refers to wall cavity insulation minimum standards only.
- i. The second R-value applies when more than half the insulation is on the interior of the mass wall.
- j. Loose-fill insulation shall be installed at the rate recommended by the manufacturer's statement "so many bags per 1,000 sq. ft." Where the pitch of the roof restricts the minimum thickness at the exterior wall line, the insulation shall be blown into the cavity so as to achieve a greater compacted density to a point where the "minimum thickness" can be achieved. An alternative is to install high density batts around the perimeter edge per R1102.2.

This ordinance shall take effect and be in force from and after its publication as required by law.

PASSED by the City Council the 11th day of March, 2021.

APPROVED:

David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

WESTWOOD					
Feburary 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	1		0.50	1
BURGLARY					
BUSINESS					No Change
RESIDENTIAL					No Change
VEHICLE	1	2	2	1.00	No Change
MOTOR VEH THEFT	1	1	2	0.50	-1
LARCENY / THEFT	2	2	3	1.00	-1
ASSAULT / BATTERY			1		-1
ARRESTS					
FELONY	1	1		0.50	1
MISDEMEANOR					No Change
TRAFFIC			2		-2
DRUG	2	2		1.00	2
DUI	1	1		0.50	1
WARRANTS	10	11	5	5.50	6
CONFINED			2		-2
SUMMONS					
HAZARD	20	33	175	16.50	-142
NON-HAZARD	38	130	402	65.00	-272
DUI	1	1		0.50	1
ORD. VIOLATION	23	24		12.00	24
ACCIDENTS					
NON-INJURY	2	2	3	1.00	-1
INJURY	1	1	1	0.50	No Change
PRIVATE PROPERTY	1	1		0.50	1
ADMIN.DUTIES-PD	10	46	35	23.00	11
ADMIN.DUTIES - CITY	2	7		3.50	7
ALARM	14	20	4	10.00	16
ANIMAL	4	9	3	4.50	6
ASSIST - POLICE	2	6	4	3.00	2
ASSIST - PUB MOTOR	13	33	9	16.50	24
BLD. CHECK-SHAKE					No Change
BLD. CHECK-PATROL	1302	2747	2170	1373.50	577
BUSINESS CHECK	333	702	47	351.00	655
CIVIL MATTER					No Change
EXTRA PATROL HAZARD					No Change
EXTRA PATROL NON HAZ					No Change
EXTRA PATROL DUI					No Change
EXTRA PATROL ORD.					No Change

WESTWOOD

February 2021

ACTIVITIES / OFFENSE	THIS MONTH	21-YTD	20-YTD	21-Avg	CHANGE
CRIMINAL DAMAGE	1	1	1	0.50	No Change
DISTURBANCE		1	1	0.50	No Change
DISORDERLY CONDUCT					No Change
FIELD INTERVIEW FORM					No Change
FIRE	1	1	1	0.50	No Change
FOLLOW UP	11	16		8.00	16
INFO / INVEST	12	21	9	10.50	12
JUVENILE	2	2	1	1.00	1
MENTAL HEALTH					
SUICIDE					No Change
ATT SUICIDE					No Change
INVOLUNTARY COMMITTAL					No Change
ALL OTHER MENTAL HEALTH	1	1		0.5	1
MEDICAL CALL	22	39	14	19.5	25
NATURE UNKNOWN					No Change
NOISE COMPLAINT	1	1	1	0.50	No Change
OPEN DOOR			15		-15
ORD. COMPLAINT					No Change
ORD. VIOL WARNING					No Change
ORD. VIOL LETTER					No Change
OTHER	1	1		0.50	1
PED. CHECK	1	1		0.50	1
PUBLIC SERVICE	19	60	16	30.00	44
RECOVERED PROP	1	1		0.50	1
RESIDENCE CHECK	11	31	51	15.50	-20
SUSPICIOUS SUBJECT	4	7	8	3.50	-1
VEH CHECK OCCUPIED		3	3	1.50	No Change
VEH CHECK UNOCCUPIED	21	27	10	13.50	17
TELE. CALL HARASS					No Change
TELE. CALL THREAT	2	2		1.00	2
TRAFFIC COMPLAINT	4	5	3	2.50	2
TRAFFIC WARNING	49	3	56	1.50	-53
UNATTENDED DEATH		1		0.50	1

Total Activity

1803

Last Year - YTD Activity

2418

Year to Date Activity

3801

Difference in Activity

1383

Total Monthly Summons

82

Hazardous Summons Percentage

24%

**WESTWOOD
INCIDENT SUMMARY**

BURGLARY TO AUTO

CASE NO: 21-0033 **LOCATION:** 2000 W 47th Pl
DATE : 02/19/2021
ACTIVITY: Unknown suspect(s) entered the unlocked vehicle and removed a laptop computer.

MOTOR VEHICLE THEFT

CASE NO: 21-0028 **LOCATION:** 2718 W 47th Terr
DATE : 02/15/2021
ACTIVITY: Unknown suspect(s) entered the unlocked and running vehicle in the driveway and left the area.

ROBBERY

CASE NO: 21-0037 **LOCATION:** 4701 Mission Rd
DATE : 02/22/2021
ACTIVITY: Known suspect pushed a store employee while running out of the store without paying for items.

LARCENY / THEFT

CASE NO: 21-0027 **LOCATION:** 4701 Mission Rd
DATE : 02/14/2021
ACTIVITY: Known suspect(s) were stopped as they were trying to leave the store without paying for items.

CASE NO: 21-0042 **LOCATION:** 2000 W 49th Pl
DATE : 02/25/2021
ACTIVITY: Unknown suspect removed a small purse and ear buds charger from an unlocked locker.

WESTWOOD
COURT SUMMARY
FEBRUARY, 2021

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
February 05, 2021	08	03	\$1,940.00	12	00
February 12, 2021	29	04	\$2,617.00	17	14
February 26, 2021	29	06	\$2,990.00	12	08
TOTALS					
February 2021	66	13	\$ 7,547.00	41	22
February 2020	148	15	\$19,470.65	74	18
TOTAL (\$7,547.00) less					
* Kansas DL fees:					\$ 122.00
* Judges Training Fund:					\$ 14.00
* LET Training Fund:					\$315.00
* Seat Belt Fund:					\$ 0.00
February 2021 TOTAL:					\$ 7,096.00

Y.T.D. TOTALS 2021		Y.T.D. TOTALS 2020	
ARRAIGNMENTS:	141	ARRAIGNMENTS:	307
TRIALS	32	TRIALS:	45
LETTERS:	84	LETTERS:	131
WARRANTS:	63	WARRANTS:	62
FINES:	\$15,591.50	FINES:	\$43,776.65
KS DL FEES:	\$203.00	KS DL FEES:	\$325.00
JUDGES FUND:	\$37.50	JUDGES FUND:	\$119.50
L.E.T.FUND:	\$852.50	L.E.T FUND:	\$2697.50
COMM CORRECT FUND:	\$0.00	COMM CORRECT FUND:	\$0.00
SEAT BELT FUND:	\$ 0.00	SEAT BELT FUND:	\$80.00

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, FEBRUARY 2021
DATE: MARCH 9, 2021

Some of the activities for Public Works in February include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the City; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the City at various meetings to include:
STP Meeting – Virtual Meeting, 1.5 hrs.
PSP Pre-interview Meeting – Virtual Meeting, 1 hr.
KC Metro UPROW Meeting – Virtual Meeting, 1.5 hrs.
MARC Tree Ordinance Workshop – Virtual Meeting, 1 hr.
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 performed snow removal and deicing operations on numerous occasions.
Cleaned and maintained equipment each time.
20. We made repairs to the screens on the salt spreaders.

21. We removed the Holiday Lights from the outside tree.
22. We repaired a streetlight at W. 49th Terrace and Mission Road.
23. We ordered dog waste stations, called in utility locates for installation.

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

To: Governing Body
From: John Sullivan, Director of Public Works
Date: March 9, 2021
Re: Monthly Status Report

- 2019 (formerly 2018) Street and Storm water Improvement Projects: I will be meeting with the General Contractor on the Punchlist Items in the spring in preparation of the final inspection on the bond.
- W. 47th Street Project: The agreement with GBA has been signed. GBA has begun surveying and utility locates.
- Annex Street Preliminary Design: The plans are at about 85%. An interlocal agreement with Westwood Hills is to be considered at this Council Meeting.
- State Line CARS Project: The Interlocal Cooperative Agreement for this project is scheduled for consideration at this Council Meeting.

Council Action Form

Meeting Date: March 11, 2021

Agenda Item: Interlocal Cooperative Agreement, State Line Road

Background / Description of Item:

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.

Staff Recommendation:

Authorize the Mayor to execute the Agreement between Westwood, Westwood Hills, and Kansas City.

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WESTWOOD, KANSAS, THE CITY OF WESTWOOD HILLS AND
THE CITY OF KANSAS CITY, MISSOURI,
FOR THE PUBLIC IMPROVEMENT OF STATE LINE ROAD
FROM THE NORTH CITY LIMITS OF THE CITY OF WESTWOOD, KANSAS TO
THE SOUTH CITY LIMITS OF THE CITY OF WESTWOOD HILLS, KANSAS**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the **City of Westwood, Kansas** (hereinafter "Westwood"), the **City of Westwood Hills** (hereinafter "Westwood Hills"), and the **City of Kansas City, Missouri** hereinafter "Kansas City") (thereinafter Westwood, Westwood Hills and Kansas City may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in the best interest to make certain public improvements to **State Line Road from the northern city limits of Westwood to the southern city limits of Westwood Hills**, as such improvements are hereinafter described;

WHEREAS, Westwood and Westwood Hills are authorized under K.S.A. 12-2901 *et seq.* to enter into this Agreement for public improvements;

WHEREAS, Kansas City is authorized under Chapter 70 of the Missouri Revised Statutes (RSMo.) to enter into this Agreement for such public improvements;

WHEREAS, the Governing Body of Westwood did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the 10th day of December 2020, with the Johnson County, Kansas CARS Program; and

WHEREAS, the Governing Body of Westwood Hills did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the 9th day of March, 2020, with the Johnson County, Kansas CARS Program; and

WHEREAS, Director of Public Works for Kansas City is authorized to execute this Agreement;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. **PURPOSE OF AGREEMENT.** The Parties hereto enter into this Agreement for the purpose of constructing those public improvements for **State Line Road from the northern city limits of Westwood to the southern city limits of Westwood Hills**, as more particularly described in Westwood CARS Project No. 320001348, Exhibit A, and Westwood Hills CARS Project No. 320001349, Exhibit B, and consisting generally of cold milling approximately (3) inches of surface asphalt pavement, overlaying with (3) inches of asphalt, installing new pavement markings, and other items incidental thereto (collectively, the "Improvements").

2. ESTIMATED COST OF PROJECT.

A. The estimated cost of Design Engineering, Construction Engineering and construction of the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is **One Hundred Seventy-One Thousand Six Hundred Forty-Eight and 64/100 Dollars** (\$171,648.64) as set forth in Exhibit C, within the City limits of Westwood and Kansas City, and is **One Hundred Seventy-Two Thousand One Hundred Nine and 29/100 Dollars** (\$172,109.29) as set forth in Exhibit D, within the City limits of Westwood Hills and Kansas City.

B. The cost of making the Improvements shall include:

- (1) Design Engineering to include surveying, plan preparation, bidding documents and bidding assistance, Construction Engineering to include materials testing and quality assurance and plan compliance inspection and labor and material used in making the improvements; and
- (2) Such other expenses which are necessary in making the Improvements, exclusive of the cost of right-of-way or easement acquisition and any improvement thereon for the location of the Improvements.

C. The cost of making the said Improvements shall be distributed between the Parties as follows:

- (1) Westwood shall pay for the cost of the portion of said Improvements within the City boundaries of Westwood (estimated to be \$98,230.79).
- (2) Westwood Hills shall pay for the cost of the portion of said Improvements within the City boundaries of Westwood Hills (estimated to be \$93,695.55).
- (3) Kansas City shall pay for the cost of the portion of said Improvements within the City boundaries of Kansas City (estimated to be \$151,831.59).
- (4) Each Party shall acquire and pay for separately all costs associated with right-of-way or easement acquisition for those portions of the Improvements located within such Party's respective boundaries. Each Party shall pay the cost of financing and/or bonding its share of the project cost.

3. FINANCING. Westwood, Westwood Hills, and Kansas City shall pay their portion of the cost with monies budgeted and appropriated funds.

4. WESTWOOD ADMINISTRATION OF PROJECT. The parties agree that no separate entity shall be created under this Agreement. It is acknowledged and understood between the Parties that since there are three separate entities included within the proposed Improvements, one of the entities should be designated as being "in charge" of the project to provide for its orderly design and construction. However, all entities shall have the right of review and comment on project decisions at any time throughout the duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be constructed, and the job administered by Westwood acting

by through the Westwood Public Works Director of Public Works (hereinafter the “PW Director”), who shall be the principal public official designated to administer the Improvements; provided, the PW Director shall, among his or her several duties and responsibilities, assume and perform the following:

- A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Westwood. In the solicitation of bids, the most favorable bid shall be determined by Westwood administering the project and the Governing Body of Westwood approving the lowest responsible bidder for the project, except that Westwood Hills and Kansas City reserve the right to reject the successful bidder in the event that the bid price exceeds the engineer’s estimate. If all bids exceed the estimated cost of the Improvements, then either Westwood, Westwood Hills, or Kansas City shall have the right to reject the bid. In such case, the project shall be rebid at a later date.
- B. Submit to Westwood Hills and Kansas City on or before the 10th day of each month, or as soon as received if such receipt is after the 10th of the month, estimates of accrued costs of constructing the Improvements for the month immediately preceding the month the statement of costs is received; provided that Westwood Hills and Kansas City shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their respective portions of the accrued costs to Westwood as herein agreed.
- C. Upon completion of the Improvements, the PW Director shall submit to Westwood Hills and Kansas City a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein.
- D. Westwood shall require payment, performance, and completion bonds for the Improvements from all contractors performing work on the Improvements (the “Contractor” or “Contractors”) and require that all Contractors discharge and satisfy any mechanics or materialman’s liens that may be filed.
- E. Westwood shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As administrator, Westwood will, upon request of either Westwood Hills or Kansas City, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bonds.
- F. Westwood shall require in all contracts for construction that the Contractor defend, indemnify, and save Westwood Hills, Kansas City, Board of County Commissioners of Johnson County and Westwood harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor or its agents or subcontractors, and the performance of its contract.
- G. Westwood shall require that Westwood, Westwood Hills, Board of County Commissioners of Johnson County, and Kansas City to be named as additional insureds on all applicable certificates of insurance issued by any Contractor for the Improvements.

5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Westwood which may arise after completion of the Improvements as set forth in Section 4, Paragraphs E and F, above, this Agreement shall exist until the completion of the Improvements, which shall be deemed completed upon certification to each of the Parties hereto by their respective PW Directors or authorized representative advising that the Improvements have been accepted by him or her as constructed; provided that upon the occurrence of such certification by the PW Directors, this Agreement shall be deemed terminated and of no further force or effect, except as set forth herein.
6. PROPERTY. While it is not contemplated that any Party shall acquire, hold, or dispose of property specifically pursuant to this Agreement, each Party shall be regarded as the owner of any and all property acquired by such party pursuant to the terms hereof. Except as set forth herein, each Party may use, maintain, and dispose of such property with full rights of ownership, as authorized or permitted by law, without the consent or approval of any other Party.
7. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records. Each individual executing this Agreement does hereby represent for and warrant that he or she has been duly authorized to execute and deliver this Agreement for and on behalf of the Party for whom such person signed. Pursuant to K.S.A. 12-2904, this Agreement shall not be deemed effective unless and until it has been approved by the Kansas Attorney General.
8. NOTICES. Any notices, demands, or requests required by this Agreement shall be sent to the parties hereto by U.S. mail, postage prepaid, or hand delivered, as follows:

City of Westwood, Kansas
Attn. Public Works Director
4700 Rainbow Boulevard
Westwood, Kansas 66205

City of Westwood Hills, Kansas
Attn. Mayor Schwach
2216 W. 49th Street
Westwood Hills, Kansas 66205

City of Kansas City, Missouri
Attn. Ralph Davis, Acting Director of Public Works
2300 City Hall
414 E. 12th Street
Kansas City, Missouri 64106

All notices are effective on the date mailed or upon receipt if delivered by courier. Either party may provide the other party a change of address in writing, which change, or amendment shall be binding on the Parties regardless of whether it has been agreed to in writing and signed by all Parties.

9. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by all Parties except as provided herein.
10. WAIVER. No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other Party in the performance by such other Party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other Parties or to declare any of the other Parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. Westwood, Westwood Hills, and Kansas City reserve the right to waive any term, covenant, or conditions of this Agreement; provided, however, such waiver shall be signed and in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.
11. HEADINGS; CONSTRUCTION OR AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.
12. DEFAULT AND REMEDIES. If a Party shall be in default or breach of any provision of this Agreement, the other Parties may terminate this Agreement, suspend its performance, and invoke any other legal or equitable remedy after giving the other Party thirty (30) days written notice and opportunity to correct such default or breach. All rights and remedies granted to each Party herein and any other rights and remedies which either party may have at law or in equity are hereby declared to be cumulative and not exclusive, and the fact that any Party may have exercised any remedy without terminating this Agreement shall not impair that Party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.
13. SEVERABILITY OF PROVISIONS. Except as specifically provided in this Agreement, all the provisions of the Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.
14. ASSIGNMENT. Neither Westwood, Westwood Hills, nor Kansas City shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and express written consent of the other Parties. Each Party, at its sole discretion, may refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-

consenting Parties of any further liability under this Agreement but shall not relieve the violating Party of any liability. If a Party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in this Agreement.

15. CONFLICTS OF INTEREST. Westwood, Westwood Hills and Kansas City and the Contractors shall certify that no officer or employee of Westwood, Westwood Hills, or Kansas City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of Westwood, Westwood Hills, or Kansas City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Westwood, Westwood Hills, or Kansas City or the selected Contractors in this Agreement.
16. NO PARTNERSHIP. It is expressly understood that the Parties are not now, nor will they be, engaged in a joint venture, partnership, or any other form of business relationship except as expressly set forth herein, and that no Party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind of nature of the other in performance of this Agreement.
17. BINDING EFFECT. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees, and successors in interest, provided neither Party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other Parties.
18. COMPLIANCE WITH LAWS. Westwood, Westwood Hills, Kansas City, and the Contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to the Project.
19. FUTURE APPROPRIATIONS. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any Party.
20. SOLE AND ENTIRE AGREEMENT; WHEREAS RECITALS. This agreement sets forth the entire agreement between the parties hereto. The recitals above beginning with "Whereas" are contractual and an essential part of this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the Parties hereto on the day and year first above written.

CITY OF WESTWOOD, KANSAS

By: _____
David E. Waters, Mayor

ATTEST:

Leslie Herring, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

CITY OF WESTWOOD HILLS, KANSAS

By: _____
Paula Schwach, Mayor

ATTEST:

Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

James R. Orr, City Attorney

CITY OF KANSAS CITY, MISSOURI

By: _____
Printed Name: _____
Kansas City, Missouri – Director of Public Works

APPROVED AS TO FORM:

Assistant City Attorney

APPROVAL BY THE KANSAS ATTORNEY GENERAL'S OFFICE

The foregoing Interlocal Cooperation Agreement has been reviewed and approved by the Office of the
Kansas Attorney General's Office on the ____ day of _____, 2021

KANSAS ATTORNEY GENERAL'S OFFICE

By: _____
Printed Name: _____
Title: _____

**Agreement between Johnson County, Kansas,
and the City of Westwood, Kansas, for the Public Improvement of
State Line Road from North City Limits to South City Limits
(320001348)**

4th February 2021 JS

THIS AGREEMENT, made and entered into this 4th day of February, 2020 by
and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the
City of Westwood, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to State Line Road from North City Limits to South City Limits (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the 10th day of December, 2020.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.
2. **Estimated Cost and Funding of Project**
 - a. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement, is One Hundred Ninety One Thousand Dollars (\$191,000).
 - b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - c. The Project Costs shall be allocated between the parties as follows:
 - i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Fifty Five Thousand Dollars (\$55,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 1. Land acquisition, right-of-way acquisition, or utility relocation;
 2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Westwood shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Westwood harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.


IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**


City of Westwood, Kansas

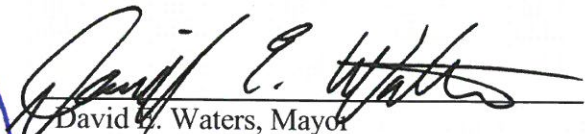

Ed Eilert, Chairman

Attest:


Lynda Sader
Deputy County Clerk

Approved as to form:



FOR Robert A. Ford
Assistant County Counselor


David G. Waters, Mayor

Attest:


Leslie Herring
City Clerk

Approved as to form:


City Attorney

Note
FILED
FEB 04 2021
DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS

Exhibit B

**Agreement between Johnson County, Kansas,
and the City of Westwood Hills, Kansas, for the Public Improvement of
State Line Road from 48th Terrace to 50th Terrace
(320001349)**

THIS AGREEMENT, made and entered into this 23 day of November, 2020
by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the
City of Westwood Hills, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in
making certain public improvements to State Line Road from 48th Terrace to 50th Terrace (the
"Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to
cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this
Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169,
and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an
eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to
execute any and all Agreements for County participation in any CARS Program project which has
been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for
which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute
this Agreement by official vote on the 9th day of March, 2020.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.
2. **Estimated Cost and Funding of Project**
 - a. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement, is Three Hundred Sixteen Thousand Dollars (\$316,000).
 - b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - c. The Project Costs shall be allocated between the parties as follows:
 - i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed One Hundred Thirteen Thousand Dollars (\$113,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 1. Land acquisition, right-of-way acquisition, or utility relocation;
 2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Westwood Hills shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Westwood Hills harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**


- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**

City of Westwood Hills, Kansas

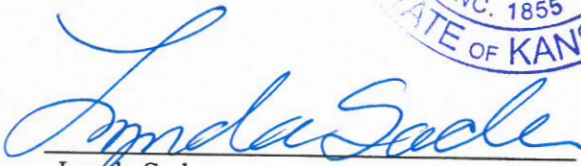

Ed Eilert, Chairman

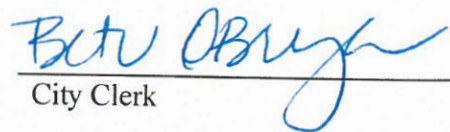
Attest:




Paula Schwach, Mayor

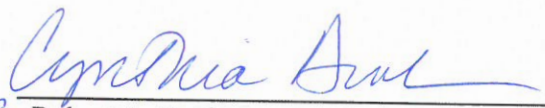
Attest:

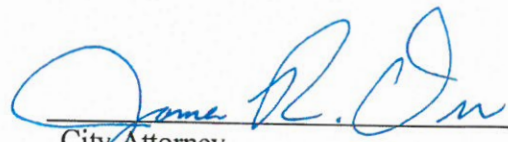

Lynda Sader
Deputy County Clerk


City Clerk

Approved as to form:

Approved as to form:


FOR Robert A. Ford
Assistant County Counselor


City Attorney

Note
FILED
DEC 10 2020
DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS

Segment #1
STATE LINE ROAD - MILL OVERLAY
Westwood, Kansas

ITEM			UNITS	UNIT COST	WESTWOOD QTY	WESTWOOD TOTAL	KCMO QTY	KCMO TOTAL	PROJECT QTY	PROJECT TOTAL
1 Clearing & Demolition										
Mobilization	L.S.	\$	5,000.00	0.50	2,500.00	0.50	2,500.00	1.0	5,000.00	
Traffic Control	L.S.	\$	5,000.00	0.50	2,500.00	0.50	2,500.00	1.0	5,000.00	
Construction Staking	L.S.	\$	2,500.00	0.50	1,250.00	0.50	1,250.00	1.0	2,500.00	
Remove Curb and Gutter	L.F.	\$	10.00	26.00	260.00	0.00	0.00	26.0	260.00	
Remove Concrete Sidewalk	S.Y.	\$	11.00	5.00	55.00	0.00	0.00	5.0	55.00	
3" Asphalt Mill	S.Y.	\$	3.00	2,247.20	6,741.60	1,849.90	5,549.70	4,097.1	12,291.30	
Remove Concrete Pavement	S.Y.	\$	18.00	46.90	844.20	0.00	0.00	46.9	844.20	
Sub Total				25,950.50						
2 Erosion Control										
Erosion Control - inlet protection	Each	\$	100.00	1.0	100.00	0.0	0.00	1.0	100.00	
Silt Fence	L.F.	\$	2.00	0.0	0.00	0.0	0.00	0.0	0.00	
Sub Total				100.00						
3 Streets & Driveways										
3" Asphalt Overlay	S.Y.	\$	21.00	2,247.2	47,191.20	1,849.9	38,847.90	4,097.1	86,039.10	
Concrete Curb and Gutter	L.F.	\$	25.00	122.2	3,055.00	0.0	0.00	122.2	3,055.00	
Concrete Sidewalk	S.Y.	\$	60.00	5.0	300.00	0.0	0.00	5.0	300.00	
Concrete Pavement 8"	S.Y.	\$	70.00	46.9	3,283.00	0.0	0.00	46.9	3,283.00	
Pavement Markings, Yellow 4"										
Thermoplastic -Lane Lines	LF	\$	2.25	1,119.2	2,518.20	1,145.8	2,578.05	2,265.0	5,096.25	
Pavement Markings, White 24"										
Thermoplastic -Stop Bar	LF	\$	24.00	29.0	696.00	52.0	1,248.00	81.0	1,944.00	
C.A.R.S. Sign	Each	\$	1,000.00	2.0	2,000.00	0.0	0.00	2.0	2,000.00	
Sub Total				101,717.35						
Sub Total				\$73,294.20	Sub Total	\$54,473.65	Sub Total	\$127,767.85		
Contingency (10%)				\$7,329.42	Contingency (10%)	\$5,447.37	Contingency (10%)	\$12,776.79		
Total Construction Costs				\$80,623.62	Total	\$59,921.02	Total	\$140,544.64		
Design Engineering				\$8,893.32		\$6,609.68		\$15,503.00		
Construction Phase Services				\$7,113.85		\$5,287.15		\$12,401.00		
Material Testing Services				\$1,600.00		\$1,600.00		\$3,200.00		
Total Project Costs				\$98,230.79	Total	\$73,417.85	Total	\$171,648.64		

NOTES & ASSUMPTIONS:

- a. Includes small amount of curb, sidewalk and concrete pavement repair on Westwood side.



Segment #4
STATE LINE ROAD - MILL OVERLAY
Westwood Hills, Kansas

Exhibit D

ITEM	UNITS	UNIT COST	WESTWOOD HILLS QTY	WESTWOOD HILLS TOTAL	KCMO QTY	KCMO TOTAL	PROJECT QTY	PROJECT TOTAL
1 Clearing & Demolition								
Mobilization	L.S.	\$ 5,000.00	0.50	\$2,500.00	0.50	\$2,500.00	1.0	\$5,000.00
Traffic Control	L.S.	\$ 5,000.00	0.50	\$2,500.00	0.50	\$2,500.00	1.0	\$5,000.00
Construction Staking	L.S.	\$ 2,500.00	0.50	\$1,250.00	0.50	\$1,250.00	1.0	\$2,500.00
Remove Curb and Gutter	L.F.	\$ 10.00	0.00	\$0.00	0.00	\$0.00	0.0	\$0.00
Remove Concrete Sidewalk	S.Y.	\$ 11.00	0.00	\$0.00	0.00	\$0.00	0.0	\$0.00
3" Asphalt Mill	S.Y.	\$ 3.00	2,372.80	\$7,118.40	2,084.30	\$6,252.90	4,457.1	\$13,371.30
Remove Concrete Pavement	S.Y.	\$ 18.00	0.00	\$0.00	0.00	\$0.00	0.0	\$0.00
Sub Total								\$25,871.30
2 Erosion Control								
Erosion Control - inlet protection	Each	\$ 100.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00
Silt Fence	L.F.	\$ 2.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00
Sub Total								\$0.00
3 Streets & Driveways								
3" Asphalt Overlay	S.Y.	\$ 21.00	2,372.8	\$49,828.80	2,084.3	\$43,770.30	4,457.1	\$93,599.10
Concrete Curb and Gutter	L.F.	\$ 25.00	122.2	\$3,055.00	0.0	\$0.00	122.2	\$3,055.00
Concrete Sidewalk	S.Y.	\$ 60.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00
Concrete Pavement 8"	S.Y.	\$ 70.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00
Pavement Markings, Yellow 4"								
Thermoplastic -Lane Lines	LF	\$ 2.25	791.0	\$1,779.75	791.0	\$1,779.75	1,582.0	\$3,559.50
Pavement Markings, White 4"								
Thermoplastic -Lines	LF	\$ 2.25	230.0	\$517.50	182.0	\$409.50	412.0	\$927.00
Pavement Markings, White 24"								
Thermoplastic -Stop Bar	LF	\$ 24.00	18.0	\$432.00	30.0	\$720.00	48.0	\$1,152.00
Pavement Markings, White								
Thermoplastic -Turn Arrow	Each	\$ 250.00	0.5	\$125.00	0.5	\$125.00	1.0	\$250.00
C.A.R.S. Sign	Each	\$ 1,000.00	2.0	\$2,000.00	0.0	\$0.00	2.0	\$2,000.00
Sub Total								\$104,542.60
Sub Total			\$71,106.45		Sub Total	\$59,307.45	Sub Total	\$130,413.90
Contingency (10%)			\$7,110.65		Contingency (10%)	\$5,930.75	Contingency (10%)	\$13,041.39
Construction Total			\$78,217.10		Total	\$65,238.20	Total	\$143,455.29
Design Engineering Fee			\$7,035.19			\$5,867.81		\$12,903.00
Construction Phase Services			\$6,843.27			\$5,707.73		\$12,551.00
Material Testing Services			\$1,600.00			\$1,600.00		\$3,200.00
Total Project Cost			\$93,695.55			\$78,413.74		\$172,109.29

NOTES & ASSUMPTIONS:

a. Quantities were based on AIMS GIS information. No survey was available.



COUNCIL ACTION FORM

Meeting Date: March 11, 2021

Staff Contact: John Sullivan, Public Works Director

Agenda Item: Consider an Interlocal Agreement with Westwood Hills for the joint construction of the alley between W. 48th Street and W. 48th Terrace.

Background / Description of Item:

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.

Staff Recommendation:

Staff recommends Council authorize the Mayor to sign the agreement as presented.

**Agreement
For
Restoration of the Alley between 48th Street in Westwood
And 48th Terrace in Westwood Hills, Kansas**

THIS AGREEMENT, made this _____ day of _____ 2021, between the City of Westwood, Kansas, (hereinafter also “Westwood”) and the City of Westwood Hills, Kansas, (hereinafter also “Westwood Hills”), each being a municipality organized and existing under the laws of Kansas; and

WHEREAS, within the city limits of Westwood and Westwood Hills, and alley lies between 48th Street and 48th Terrace; and

WHEREAS, each city agrees and understand that the costs to rehabilitate said alley in their respective cities shall be borne by that city, and

WHEREAS, the restoration, known hereafter as the Alley Project, of only its own portion of the alley by each party would be extremely difficult, inefficient, and costly; and

WHEREAS, the parties can affect substantial savings by Westwood assuming responsibility for administering construction of the Alley Project within the agreed upon limits;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Purpose of the Agreement: The purpose of the agreement is to provide for the restoration of said alley by identifying specific cost items and designating the party responsible for administering the construction activity. The northern boundary of the alley restoration shall be 48th Street in Westwood, and the southern limit shall be 48th Terrace in Westwood Hills. The approximate lengths of the alley are 120 feet in Westwood and 125 feet in Westwood Hills. The width of the existing alley pavement varies. The dedicated width of the alley is 10 feet and will be constructed to that width. Said alley improvements shall be included in a larger project that includes improving State Line Road (along Westwood and Westwood Hills city limits) and 47th Terrace and 48th Street in Westwood, between Rainbow Boulevard and State Line Road.

2. Restoration Definitions: For purposes of this agreement, the term “restoration” shall mean the complete removal of existing pavements and placement of 8 inches of Portland cement pavement. Driveway connections will be required, possibly necessitating the acquisition of temporary construction easements outside of the platted public rights-of-way. No pavement markings are expected with the restoration in either city.

3. Administration of Design and Construction: No separate entity will be created by this agreement. The Director of Public Works of Westwood will be the principal public official designated to administer this Alley Project. Westwood will provide qualified engineering and technical personnel to inspect and administer the Alley Project. Upon

completion of construction of the Alley Project, the Director of Public Works, Westwood, shall submit to Westwood Hills a final accounting of all costs incurred within Westwood Hills, and Westwood Hills shall be responsible for those costs. It is not anticipated that any real or personal property will be acquired or held as a result of this Alley Project, except that each respective city may use (and retain) its property in the furtherance of this Alley Project.

4. Cooperation: The parties will consult and cooperate with each other as necessary to accomplish the purpose of this agreement and, in particular, will meet the standards imposed on their construction activities by others and themselves.

5. Cost Sharing: As part of this agreement UHL Engineering, Inc. provided a cost estimate cost for the Alley Project, Exhibit A for approval by Westwood Hills. Westwood Hills will bear the total cost of restoration for that portion of said alley within its jurisdiction. Westwood Hills shall not be responsible for any costs associated with improvements along State Line Road in Westwood, 47th Terrace or 48th Street as previously defined.

Westwood Hills will pay for the restoration for the Alley Project within its city. The total cost of such work minus the design engineering fee of \$5,696.00 to be paid directly by Westwood Hills is presently estimated to be \$27,043.00.

6. Project Review and Approval: Final plans and specifications will be reviewed and approved, prior to bidding, by the Cities of Westwood Hills and Westwood. Each City reserves the right to terminate its participation in the Project within a thirty-day calendar period following the plan approval. Each City also reserves the right to terminate its participation in the Alley Project by declining to accept any bids received.

7. Payments: Westwood Hills will process and make payment within 30 days of the date of the invoice from Westwood.

8. Termination: The duration of this agreement shall be until it is fully performed, and all work thereunder is concluded. However, either party may terminate this agreement by giving thirty (30) days' written notice of such termination to the other party.

9. Notices: Any notice in connection with this agreement shall be in writing to the parties at the addresses shown below:

Notices to Westwood shall be mailed to:

John Sullivan
Director of Public Works
4700 Rainbow Blvd.
Westwood, KS 66205

Notices to Westwood Hills shall be mailed to:

Ms. Beth O'Bryan
City Clerk
2216 W. 49th Street
Westwood Hills, KS 66205.

10. Public Notice of Cooperative Agreement: This cooperative agreement is entered into pursuant to the authority existing under Kansas law.

11. Other Terms: Terms not specifically set out herein, shall not affect, modify or add to the terms or obligations contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with four (4) originals on the day and year first above written.

CITY OF WESTWOOD, KANSAS

CITY OF WESTWOOD HILLS, KANSAS

By: _____
Mayor

By: _____
Mayor

Attest: _____
City Clerk

Attest: _____
City Clerk

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Segment #3
Westwood Hills Alley
Westwood, Kansas

Exhibit A

ITEM	UNITS	UNIT COST	QUANTITY	TOTAL
1 Clearing & Demolition				
Mobilization	L.S.	\$ 3,500.00	1.0	\$ 3,500
Traffic Control	L.S.	\$ 2,500.00	1.0	\$ 2,500
Construction Staking	L.S.	\$ 1,250.00	1.0	\$ 1,250
Remove Curb and Gutter	L.F.	\$ 10.00	14.0	\$ 140
Remove Asphalt Pavement	S.Y.	\$ 15.00	128.9	\$ 1,934
Remove Concrete Pavement	S.Y.	\$ 18.00	16.5	\$ 297
	Sub Total			\$ 9,621
2 Erosion Control				
Erosion Control - inlet protection	Each	\$ 100.00	1.0	\$ 100
Silt Fence	L.F.	\$ 2.00	50.0	\$ 100
	Sub Total			\$ 200
3 Streets & Driveways				
Concrete Curb and Gutter	L.F.	\$ 25.00	14.0	\$ 350
Concrete Pavement 8"	S.Y.	\$ 70.00	40.0	\$ 2,800
Concrete Alley 8"	S.Y.	\$ 70.00	122.2	\$ 8,554
	Sub Total			\$ 11,704
4 Storm Sewers				
Remove and Replace Curb Inlet Lid and Throat	Each	\$ 2,500.00	0.0	\$ -
	Sub Total			\$ -
5 Landscape				
Sodding disturbed areas	S.Y.	\$ 6.00	34.3	\$ 206
	Sub Total			\$ 206
Sub Total				\$ 21,730
Contingency (10%)				\$ 2,173
Construction Total				\$ 23,903
Construction Phase Services, through interlocal agreement with City of Westwood				\$1,540.00
Material Testing Fee (by others)				\$1,600.00
Total				\$ 27,043

NOTES & ASSUMPTIONS:

- a. tbd
- b.
- c.



3/5/2021

Council Action Form

Meeting Date: March 11, 2021

Agenda Item: Change Order #1, State Line Road

Background / Description of Item:

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 City's Engineer on the project has agreed to include the Westwood Hills portion of the project in our bid package. 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.

Staff Recommendation:

Authorize the Mayor to execute the Change Order #1 between Westwood and UHL Engineering, Inc.

CHANGE ORDER #1
PROFESSIONAL SERVICES AGREEMENT (*Dated 11/12/2020*)
2021 Mill & Overlay Program
City of Westwood, Kansas

This Change Order is made this _____ day of _____, 2021, in Johnson County, Kansas, by and between the City of Westwood, Kansas (“City”), and Uhl Engineering, Inc. (“Professional”), and pursuant to instructions for authoring additional work in SECTION IV – SCOPE OF SERVICES in the contract between these parties executed on November 12th, 2020.

SECTION 1 – PROFESSIONAL’S DUTIES

Add Construction Phase Services for State Line Road: Northern City Limit with Westwood, Kansas to the Southern City limit with Mission Woods (1,400 l.f.+/-); Costs shared by Westwood Hills, Kansas and Kansas City, Missouri.

SECTION II – COMPENSATION

City shall pay Professional Twelve Thousand Five Hundred Fifty-One Dollars (\$12,551) on the basis and breakdown shown in **Exhibit A** below.

SECTION III through SECTION XIII

Sections III through XIII of the PROFESSIONAL SERVICES AGREEMENT (dated 11/12/2020) shall remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above written.

City of Westwood:

By: _____
David E. Waters, Mayor

Attest:

By: _____
Leslie Herring, City Clerk

APPROVED AS TO FORM:

City Attorney

Professional:
Uhl Engineering, Inc.

By: _____

Title: President
Address: 4121 West 83rd Street, Suite 156
Shawnee Mission, KS 66208

Exhibit A: Fee Schedule
Change Order #1
2021 Mill and Overlay Program
Westwood, Kansas

	(a) Survey	(b) Final Design	(c) Construction Documents	(d) Project Bidding	(e) Construc- tion Phase Services***	(f) Totals
Segment Number						
1) State Line Road - Westwood		\$ -	\$ -	*	\$ -	\$ -
<i>North City Limit to South City Limit</i>						
2) 48th Street		\$ -	\$ -	*	\$ -	\$ -
<i>Rainbow Blvd to State Line Road</i>						
3) 47th Terrace		\$ -	\$ -	*	\$ -	\$ -
<i>Rainbow Blvd to State Line Road</i>						
4) Alley		\$ -	\$ -	*	\$ -	\$ -
<i>Westwood</i>						
5) Alley	****	****	****	*	\$ -	\$ -
<i>Westwood Hills</i>						
6) State Line Road - Westwood Hills	Design Costs Contracted with City of			*	\$ 12,401	\$ 12,401
<i>North City Limit to South City Limit</i>						
All Segments:						
Project Bidding***				\$ -		\$ -
Erosion & Sediment Control***			\$ -			\$ -
Traffic Control***			\$ -			\$ -
Subtotal Fees		\$ -	\$ -	\$ -	\$ 12,401	\$ 12,401
					Subtotal Fee	\$ 12,401
				Reimbursable Expenses **	\$	150
					Total	\$ 12,551

Notes:

- * Lump sum for this phase of project. All segments to be bid in a single package.
- ** Does not include the costs for materials testing during the Construction Phase. Those costs will be included on invoices to the City and 'passed through' as Reimbursable Expenses.
- *** Included in City of Westwood costs.
- **** Included in original professional services agreement with Westwood Hills date November 6th 2020



PROCLAMATION

WHEREAS, Westwood, like other communities across this great nation, has dealt with and continues to endure the impact of COVID-19; and

WHEREAS, many of us have either been infected or known someone who was who was infected with COVID-19; and

WHEREAS, individuals, corporations and organizations have provided humanitarian assistance to ease the pain and burden of people and families due to COVID-19, including staffing drive-through food banks in Westwood providing rent and mortgage assistance, aiding their neighbors and more; and

WHEREAS, health care professionals, educators, grocery store employees, restaurant staff, delivery drivers, police officers, firefighters, paramedics, public works, parks and recreation, and community services public servants and so many others have worked continuously, and have taken extraordinary steps to ensure the health and safety of the entire community and provide essential services; and

WHEREAS, our community is built upon those who have made this City "Above and Beyond;" and

WHEREAS, I wish I could personally meet and greet each and every one of you and express my appreciation to those who have made such positive impact on Westwood during this historic pandemic;

Now, therefore, I, David E. Waters, Mayor of the City of Westwood, Kansas, do hereby proclaim March 15th, through March 21st as

HEROES WEEK

in Westwood, and urge all citizens to take time and thank those for their selfless commitment and determination to comfort, serve and ensure our wellbeing.

IN WITNESS WHEREOF, I have hereunto set my hand and have affixed the Official Seal of Westwood, Kansas, this 11th day of March, 2021.

David E. Waters
Mayor

ATTEST:

Leslie Herring
Chief Administrative Officer/City Clerk