



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

February 9, 2023

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

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

**Access Online:**

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

**Access by Phone:**

(312) 626-6799

Webinar ID: 899 0828 9796

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**CITY COUNCIL WORK SESSION AGENDA**

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

- I. CALL TO ORDER**
- II. WORK SESSION ITEMS/DISCUSSION OF UPCOMING MATTERS**
  - A. Topics of Current Interest for Possible Exploration in 2023
- III. ADJOURNMENT TO REGULAR MEETING**

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**AGENDA**

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

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

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda, or about items on the regular agenda for which the Governing Body, at its discretion, accepts public comment. Public comment should be limited to 2-3 minutes and, unless the topic of public comment is before the Governing Body as part of its agenda, no action will be taken by the Governing Body on public comment items. Please state your name and address for the record. Persons attending virtually online will be able to make public comment by using the "raise hand" function on Zoom.
- IV. PRESENTATIONS AND PROCLAMATIONS**
  - A. [Johnson County Area Agency on Aging Programs and Services – Tim Wholf, Director of Johnson County Department of Aging and Human Services](#)
- V. CONSENT AGENDA**

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

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

- B. [Consider January 12, 2023 City Council Meeting Minutes](#)
- C. [Consider Appropriations Ordinance No. 747](#)

**VI. MAYOR'S REPORT**

**VII. CITY COUNCILMEMBER REPORTS**

**VIII. STAFF REPORTS**

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

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- A. [Appointment of Abby Schneweis as Westwood City Clerk](#)
- B. [Consider Reappointments to the Westwood Planning Commission](#)
- C. [Consider Resolution 116-2023 Approving Participation in the Regional Resource Sharing Agreement](#)
- D. [Consider Quote Acceptance for Motorola Solutions M500 In-Car System with V300 Body Worn Camera and Command Central Evidence with Five \(5\) Years Video-as-a-Service](#)

**XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS**

**XII. EXECUTIVE SESSION**

**XIII. ADJOURNMENT**

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**UPCOMING MEETINGS**

Regular meetings of the Westwood City Council are held at 7:00 PM on the second Thursday of each month. The next regular meeting of the Westwood City Council will be held Thursday, March 9<sup>th</sup>, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at [www.westwoodks.org](http://www.westwoodks.org). To receive further updates and communications, please see or sign up for the following:

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

# Aging & Human Services

Presentation for  
Westwood City Council

February 9, 2023

# AHS's Mission

To provide essential human services as a safety net for senior adults, people with a disability and low-income families in order to support their independence, dignity and self-sufficiency.





# Departmental Structure

## Area Agency on Aging

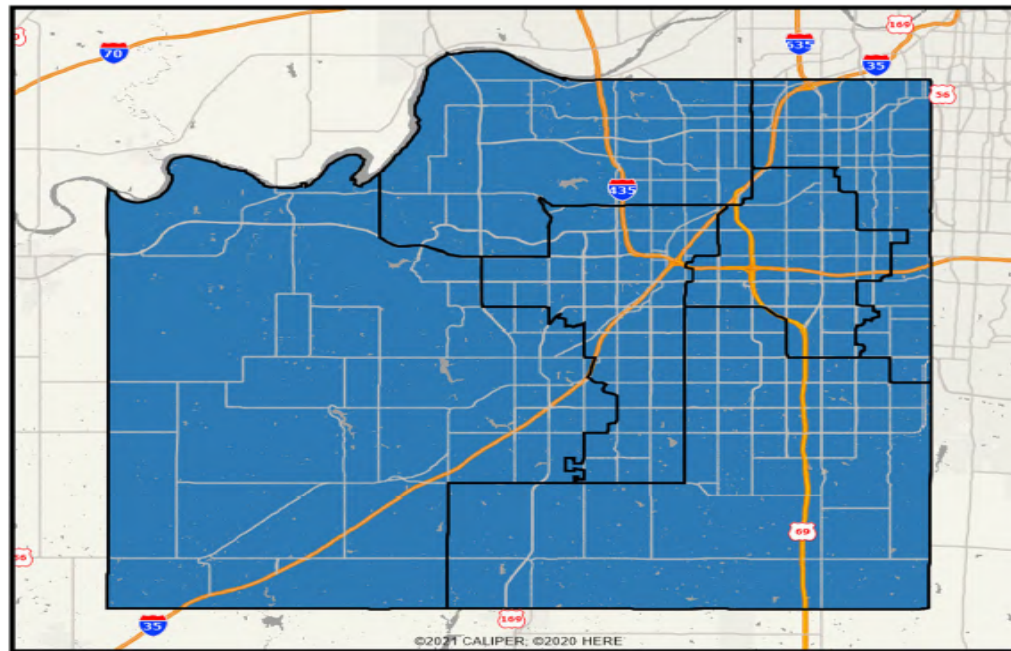
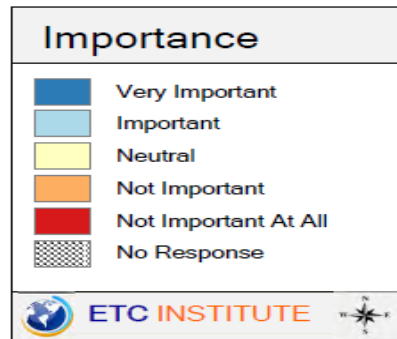
## Outreach Services



# Johnson County Community Survey

## Q1-20 Support systems for aging population

(Shading Reflects the Mean Rating by Commission District)



Johnson  
County  
Community  
Survey

# AHS Budget and Funding Sources

- Federal Funding
  - Older Americans Act
- State Funding
  - Senior Care Act
  - ADRC
  - Admin Case Management
- County Funding
  - Aging Care Services
  - Nutrition supplemental
  - SCA supplemental
  - Staff/administration/misc.
- Grant Funding
- Community Funding
- Meal Donations



# Older Americans Act

- Older Americans Act (OAA) passed in 1965
- Foundation for home and community based services for older adults and caregivers
- Area Agencies on Aging (AAAs) added to OAA in 1973 – boots on the ground to help vulnerable older adults live with independence and dignity in their homes and communities
- Kansas has 11 AAAs
- Oversight by Kansas Department for Aging & Disability Services
- 3 AAAs are affiliated with county governments
- Johnson County is the only AAA in KS within one county



# Senior Care Act

- State funding and client co-pay
- AAA contracts with local service providers
- Provide in-home supportive services including homemaker, attendant care, respite, personal emergency response, and purchases for clients (walkers, grab bars, etc.).
- Care management is also provided to clients with a need for on-going coordination of services (contact with client every quarter).



# Area Agency on Aging

- Information & Referral Services
  - Provide information and assistance on long term care and community based services and resources for residents age 60+ and individuals with long term physical disability and brain injuries.
  - Online Aging services Intake Form
- ADRC (Aging & Disability Resource Center)
  - Resource for information on public long-term support programs and benefits, especially Medicaid or KanCare in Kansas.
  - Eligibility & Options Specialists
- CARE Assessments
  - Client, Assessment, Referral, and Evaluation
  - Assessments for individuals seeking a permanent move to a Kansas Medicaid certified nursing facility.
- Nutrition Programs
  - Home Delivered Meals
    - Hot, nutritious meals delivered to homebound older adults
  - Congregate Meals
    - Provide social interaction with older adults while enjoying a hot, nutritious meal
  - CHAMPSS
    - Senior meal plan available at participating Hy-Vee and IHOP locations



# Home Delivered Meals

- Serve over 700 older adults in Johnson County
- 58 routes delivered daily
  - 54 of those routes delivered by volunteers
- Utilize 270 volunteers weekly
- Meals are provided Monday – Friday (exception of holidays)
  - Breakfast option served Tuesday-Thursday
  - Frozen meals are available for weekend service
- All Nutrition programs are primarily funded by the Older Americans Act & donations
- Eligibility: Homebound individuals that are 60 years+





# Home Delivered Meals

- All meals are planned by a dietitian and meet one-third of the recommended daily allowance for major nutrients.
- All meals include an entrée, vegetable, side dish, and milk.
- A diabetic meal is available.
- Suggested donation is \$3 lunch, and \$2 breakfast. No one is denied a meal if they are unable to donate.





# Congregate Dining

- Dine-in and Grab and Go options
- Serve approx. 200 clients per month
- Meals are served Monday–Friday at 11:30 am
  - Breakfast option served Tuesday – Thursday.
- Eligibility: 60+, or married to someone 60 years or older

- 7 Nutrition (Congregate) Center Locations:
  - **De Soto Community-** 84<sup>th</sup> St and Shawnee Terr
  - **Gardner Senior Center-** Park St and Center St
  - **Lenexa Senior Center-** 91<sup>st</sup> St and Pflumm
  - **Merriam Community Center-** 60<sup>th</sup> Terr and Slater St
  - **Matt Ross Community Center-** 81<sup>st</sup> St and Marty St
  - **Spring Hill Civic Center-** Madison St and Lawrence Ave
  - **Olathe Towers-** College Way and Rogers Rd

# CHAMPSS Locations

## 8 Hy-Vee Locations

- **Lenexa Hy-Vee**  
87<sup>th</sup> St and Pflumm
- **Olathe #2 Hy-Vee**  
119<sup>th</sup> St and Ridgeview Rd
- **Olathe #1 Hy-Vee**  
151<sup>st</sup> St and Blackbob Rd
- **Overland Park #1**  
95<sup>th</sup> St and Antioch Rd
- **Overland Park #2 Hy-Vee**  
135<sup>th</sup> St and Antioch Rd
- **Prairie Village Hy-Vee**  
76<sup>th</sup> St and Stateline
- **Mission Hy-Vee**  
Johnson Dr and Lamar
- **Shawnee Hy-Vee**  
63<sup>rd</sup> St & Pflumm Rd

## 3 IHOP Locations

- **Olathe IHOP #3192**  
151st and 169 Hwy
- **Overland Park IHOP #3377**  
91<sup>st</sup> St and Metcalf
- **Shawnee IHOP #5330**  
Lackman Rd and Shawnee  
Mission Pkwy



# Area Agency on Aging Data

- In 2022 the Area Agency on Aging
  - Served 7036 households
  - Provided information and referral services to 14,010 customers
  - Completed 4290 functional assessments
  - Delivered 213,827 Home Delivered Meals
  - Served 2264 Congregate and Grab & Go meals
  - Served 32,479 meals through CHAMPSS

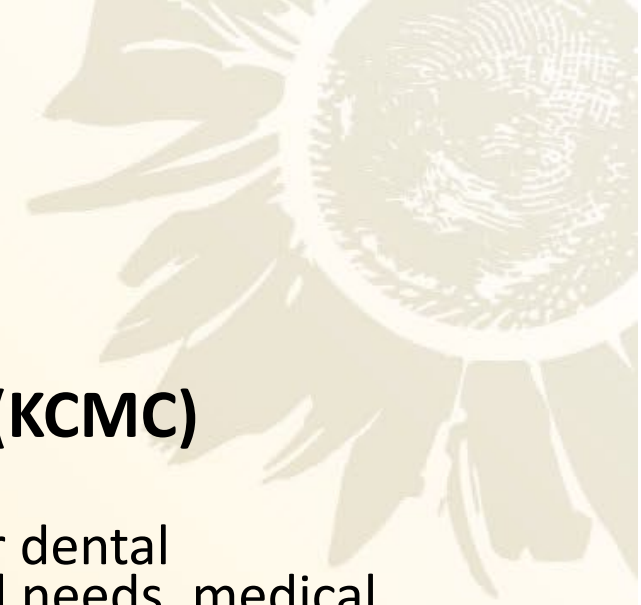


# Outreach Services

- Multi-Service Centers
  - Provide stabilization assistance to low income residents.
- Accessibility
  - Provide assistance to adults with a physical disability who are homebound.
- Catch-a-Ride
  - Provide transportation to adults to essential destinations.







# Multi-Service Center– Stabilization

- **Utility Assistance (UA)**

- Financial assistance to avoid utility disconnection
- Assist with electric, water, gas, and wastewater utility bills
- Limited dollar amount allocated annually per household.

- **Food Pantry (FP)**

- Once qualified can visit once per month
- Includes food/hygiene products
- Meant to be supplemental in order to free up funds for household budget

- **KC Medicine Clinic (KCMC)**

- Medical assistance
- Provide vouchers for dental emergencies, optical needs, medical equipment, hearing aids, prescription medicine
- Services are not provided on-site.

- **LIMITED Rental Assistance**

- Limited availability based on funding and appointments
- Assist with past due rent; no down payments or application fees



# MSC Qualifications

All applicants MUST be a Johnson County resident.

All services are income based at or below 200% poverty level.

Must provide photo ID's, social security cards for all members of the household and current utility bill.

PERSONS	Monthly	Annual
1	\$2,265	\$27,180
2	\$3,052	\$36,620
3	\$3,838	\$46,060
4	\$4,625	\$55,500
5	\$5,412	\$64,940
6	\$6,198	\$74,380

# Accessibility

- Qualifications
  - Johnson County resident
  - Age 18-59
  - Documented physical disability
  - Homebound
  - Income at or below 200% poverty guidelines
- Services
  - Home Delivered Meals
  - Light housekeeping
  - Case management
  - Resources and information





# Catch-a-Ride



- Volunteer transportation program for older adults, those with disabilities, or anyone 18+ in a life transition who is unable to drive.
- For Johnson County residents to Johnson County locations\*
- Transportation is available to medical appointments, food pantries, and other social service agencies.
- Riders are limited to one ride per week (except for dialysis)
- Donation based - \$5 per one way, however no one is denied service due to inability to pay



# Number of Households Served - 2021

- Utility Assistance: 1636 households
- Food Pantry: 1304 households
- Rental Assistance: 301 households
- Total number of individual households served: 1663

*\* The numbers listed above are duplicated, one household could have received all three services.*



# Westwood, KS Data

- Census Data
  - 60+ population – 25% of overall population
    - Approximately 450 residents
  - Senior Poverty rate – 5%
    - Approximately 90 residents
  - Population with a disability – 8.5%
    - Approximately 155 residents
- Received Services from AHS
  - Over past 4 years, data indicates 10 residents received services

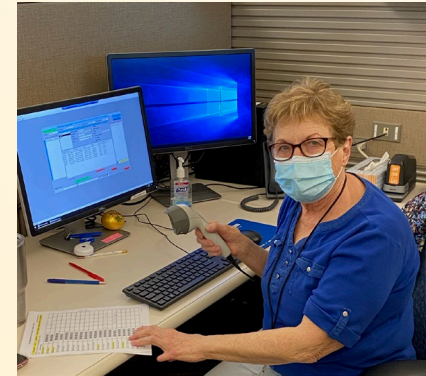
# All About Me workbooks



# Volunteer Services

## Off-Site Opportunities

- Home Delivered Meals
- Catch-a-Ride





# Donate

- Monetary donations are accepted for the following programs:
  - Catch-a-Ride
  - CHAMPSS
  - Congregate Meals
  - Home Delivered Meals
- Food donations are accepted for the Multi-Service Center food pantries.
  - Host a food drive
  - Purchase items off Amazon wish list



# Follow

- Facebook
  - Johnson County Aging & Human Services
  - Johnson County Area Agency on Aging - Home Delivered Meals
- Twitter
  - @JoCoAHS
- YouTube
  - Johnson County Aging & Human Services



# Aging & Human Services Executive Team

Tim Wholf,  
Director of Aging  
& Human Services  
| Area Agency on  
Aging



Megan Laha,  
Director of  
Administration &  
Outreach Services



Carol Colnar, Deputy  
Director of Area  
Agency on Aging





# AHS Contact Information

**Tim Wholf,**  
Department Director  
913-715-8801  
[Timothy.Wholf@jocogov.org](mailto:Timothy.Wholf@jocogov.org)

**AHS Main Information:**  
**913-715-8800**

**Aging Information:**  
**913-715-8861**

**Multi-Service Centers:**  
**913-715-6653**

**Volunteer Services:**  
**913-715-8859**



**City of Westwood, Kansas  
City Council Meeting  
January 12, 2023 – 7:00 p.m.**

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

Council Absent: None

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

**Call to Order**

Mayor Waters called the meeting to order at 7:00 p.m. on January 12, 2023. The City Clerk called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

**Approval of Agenda**

Motion by Councilmember Harris to approve the January 12, 2023 City Council meeting agenda as submitted. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Public Comment**

No comments were made by the public.

**Presentations and Proclamations**

**Swear-In of Westwood Police Officer Chase Metcalf**

The Westwood Police Department currently budgets for eight full-time positions – a police chief, two sergeants, and five officers – and four part-time officers, who are called in to cover scheduled vacations and leave. For the past two years, the City's four full-time officers and two part-time officers came together to cover the vacancy while Chief O'Halloran and then Chief Mansell worked to recruit to fill the open position. In August 2022, after successfully completing an extensive and thorough pre-employment process, Chase Metcalf was hired to fill the position. As Chase was not a certified law enforcement officer at the time of hire, he completed the Johnson County Regional Police Academy and graduated on December 21, 2022. Since December 26th, Chase has been in field training with Westwood Officer Tim Filson, who went through training himself earlier in 2022 to become certified to conduct Chase's field training. Chase will be in field training through Spring 2023, when he is expected to be able to begin taking shifts independently.

Mayor Waters administered Chase Metcalf's oath of office.

### **Receive Recognition from Mid-America Regional Council of Westwood for Becoming a Bronze Level Community for All Ages**

From at least as early as 2016, the Westwood Governing Body has identified as a goal achieving recognition as a Community for All Ages through Mid-America Regional Council's Communities for All Ages initiative.

The KC Communities for All Ages Recognition Program was created by the Mid-America Regional Council (MARC) to recognize communities that take steps to be improve quality of life for residents of all ages while becoming more vibrant, healthy, and prosperous. Through this program, city and civic leaders identify and act upon issues and opportunities concerning the aging adult population. Further, they recognize the intrinsic value of the older generation, respect their wisdom and insight, and look to involve them in creating a high standard of living in the community in which they live. The City of Westwood is proud to have worked with KC Communities for All Ages to pursue Bronze level recognition in 2022.

The Bronze level recognition criteria include:

- ✓ Informing residents about the City's work toward becoming a Community for All Ages by:
  - Making available information on the City's webpage (posted in July 2022); and
  - Making available written materials (posted to the City's website in July 2022 and remaining there until present)
- ✓ Surveying residents to gather baseline information on the community's perceptions about how age-friendly Westwood is currently. (July – August 2022)
- ✓ Hosting a presentation by MARC on the Communities for All Ages program and discussing the findings of the community survey. (August 11<sup>th</sup> City Council meeting)
- ✓ Hosting a community meeting to discuss the age-friendliness of Westwood. (October 8<sup>th</sup>)
- ✓ Considering adoption of a resolution by the Governing Body to be a community for all ages. (October 13<sup>th</sup> City Council meeting)

Councilmember Harris and City staff worked to achieve Bronze Level recognition to-date. Councilmember Harris has also already begun working with City staff to embark on pursuit of Silver Level recognition – which is a City's assessment phase - and has committed to also leading the work toward achieving Gold Level recognition later this year in the action phase of the program.

MARC representative Kathy Boyer Shesol was present at the meeting to recognize the City of Westwood for its Bronze Level award.

### **Consent Agenda**

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

- A. Consider December 8, 2022, City Council Work Session & Meeting Minutes
- B. Consider Appropriations Ordinance 746

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

### **Mayor's Report**

Mayor Waters shared a report on the events he attended and planned to attend as Mayor in the recent and upcoming weeks.

Mayor Waters noted that Monday, January 16, 2023, is Martin Luther King Jr. Day and encouraged the community to find ways to serve others and reflect on the message of Dr. King.

### **Councilmember Reports**

Councilmember Wimer visited the Redlined exhibit at the Johnson County Arts and Heritage Center and said it was an incredible exhibit. Councilmember Hannaman also attended the exhibit and said he learned a lot of new information during his visit. Councilmember Harris said he was unable to attend the exhibit, but it did prompt him to look into the plat of his own home. Councilmember Harris said the plat was dated 1937, and had language prohibiting the sale of the land to people of color until 1957. Councilmember Harris said he wanted to share this information to illustrate how close in time and location redlining practices are to the Kansas City metro.

### **Staff Reports**

#### **Administrative Report**

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

#### **Public Works Report**

Mr. Sullivan provided an overview of the December 2022 and January 2023 Public Works Report included in the agenda packet and offered to answer any questions.

#### **Public Safety Report**

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

Chief Mansell noted that Rushton Elementary students and staff began classes at the old Westwood View building on January 6<sup>th</sup>, and the department is working with school officials to optimize traffic flows at the beginning and ending of the school day.

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

Mrs. Ryan provided an overview of the December 2022 Treasurer's Report included in the agenda packet and offered to answer any questions.

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

Mr. Denk had nothing to report.

### **Old Business**

No Old Business items were considered.

### **New Business**

#### **Consider Approval of Ordinance 1034 for the Third Amendment to the Lease Purchase Agreement for the Property Located at 5050 Rainbow Blvd.**

The City of Westwood purchased the property located at 5050 Rainbow Blvd in 2014 at a purchase price of \$400,000. The funding agreement for the purchase of this property is a short-term lease purchase arrangement with Security Bank of Kansas City, as an interest-only loan with full principal due originally on or before February 2017. With passage of Westwood Ordinance No. 970 in July 2016, the terms were first extended three years to an end date of February 2020. Then, with the passage of Westwood Ordinance No. 1001, the terms were extended for an additional three years to an end date of February 2023 and a principal payment of \$100,000 due February of 2020.

The proposed ordinance is to authorize the City of Westwood to amend the lease-purchase agreement to finance the purchase of this property for an additional three (3) years plus a principal payment of \$50,000.

In anticipation of a refinance of this property, staff budgeted in the Debt Service Fund sufficient funds to cover a \$50,000 principal payment, interest due over the course of the year and costs associated with the refinancing, which are anticipated to be around \$3,000 for the City's contracted bond counsel's assistance in coordinating the refinance.

Over the past ten years the Governing Body has planned for the future of 5050 Rainbow Blvd., through the 2013 Parks Master Planning process, the ultimate acquisition of the property in 2014, with the 2015 ULI TAP, the 2017 Master Plan, the 2021 ULI TAP, and the 2022 Facilities Assessment and Feasibility Analysis. With the Shawnee Mission School District's announcement in 2020 of its intent to rebuild Westwood View on the former Entercom property, the City is free to explore other uses outside of its past potential use as a home for Westwood View Elementary. As the future of the building and property at 2511 W. 50th St. (formerly Westwood View and now Rushton) is still yet undetermined, City staff recommends that the Governing Body consider refinancing the adjacent 5050 Rainbow Blvd. property rather than paying off the remaining principal from General Fund revenues or transfers in anticipation of the School District's ultimate disposition of its property in 2024. This approach creates an opportunity to maximize community benefits on that corner which could also result in saving the City future principal payments.

Staff recommends the Governing Body pass Ordinance No. 1034 for the third amendment to the lease purchase agreement for the property located at 5050 Rainbow Blvd.

Motion by Councilmember Hannaman for the City Council approve Ordinance No. 1034 authorizing the City enter into a third amended lease purchase agreement for the property located at 5050 Rainbow Blvd. Second by Councilmember Wimer. Mrs. Herring performed a roll call vote. Motion carried by a 5-0 vote.

#### **Consider 2023 Addendum to the Public Works Service Agreement with the City of Westwood Hills**

Each year the Public Works Service Agreement with the City of Westwood Hills is reviewed and revised as needed. The hourly wages have been adjusted to reflect budgeted 2023 wages and benefit rates. No other adjustments are recommended.



Motion by Councilmember Wimer to authorize the Mayor to execute the Public Works Service Agreement Addendum for FY 2023 with the City of Westwood Hills. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote.

**Consider 2023 Addendum to the Public Works Service Agreement with the City of Mission Woods**

Each year the Public Works Service Agreement with the City of Mission Woods is reviewed and revised as needed. The hourly wages have been adjusted to reflect budgeted 2023 wages and benefit rates. No other adjustments are recommended.

Motion by Councilmember Hannaman to authorize the Mayor to execute the Public Works Service Agreement Addendum for FY 2023 with the City of Mission Woods. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

**Announcements/Governing Body Comments**

No announcements or comments were made by the Governing Body.

**Executive Session**

No matters required an Executive Session during this meeting.

**Adjournment**

Motion by Councilmember Harris to adjourn the meeting. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote. The meeting adjourned at 7:46 p.m.

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

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

City of Westwood, Kansas  
Appropriation Ordinance No. 747

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF JANUARY 1, 2023 - JANUARY 31, 2023 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 1/31/2023	Capital Improvements Month Ending 1/31/2023	Equipment Reserve Month Ending 1/31/2023	Stormwater Month Ending 1/31/2023	Special Highway Month Ending 1/31/2023	Woodside TIF/CID Month Ending 1/31/2023	Debt Service Month Ending 1/31/2023	Total All Funds Month Ending 1/31/2023
<b>Expenditures</b>								
Salary & Benefits	158,232.92	0.00	0.00	0.00	0.00	0.00	0.00	158,232.92
Employee Expenses	6,310.74	0.00	0.00	0.00	0.00	0.00	0.00	6,310.74
Professional Fees	13,807.69	406.00	0.00	0.00	0.00	0.00	3,000.00	17,213.69
General Operating Expenses	2,210.56	0.00	0.00	0.00	0.00	0.00	0.00	2,210.56
Utilities	15,247.76	0.00	0.00	0.00	0.00	0.00	0.00	15,247.76
Equipment and Maintenance	1,917.60	0.00	0.00	0.00	0.00	0.00	0.00	1,917.60
Street and Stormwater	0.00	0.00	0.00	0.00	149.18	0.00	56,668.75	56,817.93
Park and Events	4,070.00	0.00	0.00	0.00	0.00	0.00	0.00	4,070.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	97,624.37	0.00	97,624.37
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>201,797.27</b>	<b>406.00</b>	<b>0.00</b>	<b>0.00</b>	<b>149.18</b>	<b>97,624.37</b>	<b>59,668.75</b>	<b>359,645.57</b>

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 2023 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 9th day of February, 2023.

\_\_\_\_\_  
MAYOR

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



## City Administrator's Report

February 2023

To: Mayor and City Council  
From: Leslie Herring, City Administrator  
Date: February 9, 2023  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

3<sup>rd</sup> Quarter (October) 2022 through 1<sup>st</sup> Quarter (March) 2023

- *Public Property and Facilities Course of Action Establishment and Execution*
  - Following the public comment period occurring over the course of the Fall of 2022, the Governing Body discussed their current thoughts, observations, and opinions about the opportunities and decisions to be made. Possible next steps, review of active development opportunities, as well as the City's Option Agreement with Shawnee Mission School District, are being reviewed by the Mayor, City Attorney, and City Administrator to develop options for next steps for consideration by the Governing Body.
- *Rainbow Blvd. Complete Streets Traffic Management Plan*
  - The RFP for this project was posted to MARC's website for consultant selection on January 3<sup>rd</sup> and proposals were due by January 27, 2023. Four reputable firms submitted proposals for the project and interviews are scheduled to be conducted during the last week of February. The interviews will be conducted by the Study Advisory Committee, which is comprised of the various stakeholders identified in the RFP and in last month's Report.  
  
Additional updates will be provided to the Governing Body throughout the course of this project, which is expected to run through November 2023.
- *Communities for All Ages – Silver Level Recognition*
  - ✓ Bronze level recognition was approved by the joint MARC First Suburbs Coalition and CFAA recognition review committee in November 2022. An official, public recognition will take place at tonight's City Council meeting.
  - Silver level recognition is a facilitated assessment of the City by a task force established by the City for this purpose. City staff, Council President Jeff Harris, and MARC staff are currently convening this task force and meetings are scheduled to be held at City Hall from 6:30 – 8 PM on the following dates:

January 25<sup>th</sup>

February 8<sup>th</sup>  
February 22<sup>nd</sup>

March 8<sup>th</sup>  
March 22<sup>nd</sup>

City staff and Council President Harris are aiming to complete the Silver Level work required for recognition at that level by the April 1, 2023 deadline for applications.

➤ *Update the City's Website*

- CivicPlus provided a temporary link to the new website this week. Following staff review and edits, the link will be provided to the Governing Body members for a sneak peak and to help catch any errors or inconsistencies before launching publicly later this month.

✓ *City Policy Updates*

- *Evaluation of Fees and Establishment of Master Fee Schedule*
  - Not yet started.

**Building Permits**

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

*Residential*

New Construction: None

Additions: None

Alterations: None

Demolition: None

Misc:

- 4821 Booth St. – Add covered deck on front of house

*Commercial*

New Construction: None

Additions: None

Alterations: None

Demolition: None

Misc: None



## **Westwood Public Works Monthly Report**

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, JANUARY 2023**  
**DATE: FEBRUARY 7, 2023**

Some of the activities for Public Works in January 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:
  - WEBEOC Meeting – 1 hr. – Virtual
  - ULCC Meeting – 1 hr. – Virtual
  - KCMMB Meeting – 1 hr. – Virtual
  - PSP Pre-Bid Meeting – 1 hr. – Virtual
  - CAFFA Task Force Meeting – 1.5 hrs. – In Person
  - Attended Kansas Arborist Association Conference – 3 days – In person, Manhattan KS
  - OGL Meeting – 1.5 hrs. – Virtual
  - Forestry Grant Meeting - 1 hr. – Virtual
  - Emergency Management Forum – 1 hr. – Virtual
  - UPROW Committee Meeting – 1 hr. – Virtual
  - CFAA Task Force Meeting – 3 hrs. – In Person
  - ROW Managers Meeting – 1.5 hrs. – Virtual
  - NPDES Subcommittee Meeting – 1 hr. – Virtual
  - KC Urban Stormwater Conference – 1.5 Days – In Person, Lenexa Conference Center
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood regarding utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department's daily functions.

11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
15. Mitch is attending monthly Safety Committee Meetings.
16. I applied for a forestry grant for equipment.
17. We repaired Streetlights as needed.
18. We patched potholes.
19. We swept streets to include Mission Woods.
20. Nick fabricated snowplow carts.
21. We cleaned catch basin fronts.
22. We removed the holiday lights from City Hall.
23. Nick repaired the hydraulic pump motor on the salt spreader.
24. Richard worked with Keller Fire & Safety on annual fire extinguisher certifications.
25. Performed routine maintenance on equipment.
26. Pre-treated streets with de-icing material.
27. Replaced RR ties at park on W. 47<sup>th</sup> Terrace.
28. Nick made some devices for the hydraulic press.
29. Nick discovered a storm drain line and catch basin at W. 48<sup>th</sup> Terrace and Booth with an issue. Assessing a temporary repair.

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

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: February 7, 2023  
Re: Monthly Status Report

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- W. 47<sup>th</sup> Street Project: Pre-construction meeting being planned for next week.
- Westwood View School Project: I am currently reviewing the draft warrant analysis with the intention of developing any questions for the engineer concerning the conclusions in the report and next steps.
- 2023 F-550 and Equipment: The order has been placed for the truck and equipment. We have not been given a build date yet.
- NPDES Phase II Report: The report is due February 28<sup>th</sup>. I am working on the report for both Westwood and Mission Woods.
- CCLIP funding: I am working on a project submittal for the 2025-2026 funding cycle. The project is the W. 47<sup>th</sup> & Rainbow Blvd. intersection and would require this to be a joint application with the U.G.
- Forestry Grant: I have submitted a grant request for the purchase of a leaf vacuum and a watering trailer for 2024.
- Pavement Management Analysis: Leslie and I are working on revising the CIP based on the analysis. We will have more to share at budget time.

WESTWOOD					
Jan-23					
ACTIVITIES / OFFENSE	THIS MONTH	23-YTD	22-YTD	23-Avg	CHANGE
<i>PART I CRIMES</i>					
MURDER					No Change
RAPE					No Change
ROBBERY					No Change
<b>BURGLARY</b>					
BUSINESS			1		-1
RESIDENTIAL	1	1		1.00	1
VEHICLE	2	2	3	2.00	-1
MOTOR VEH THEFT	1	1		1.00	1
LARCENY / THEFT	3	3	3	3.00	No Change
ASSAULT / BATTERY					No Change
<b>ARRESTS</b>					
FELONY	2	2		2.00	2
MISDEMEANOR					No Change
TRAFFIC					No Change
DRUG					No Change
DUI					No Change
WARRANTS	6	6	2	6.00	4
CONFINED					No Change
<b>SUMMONS</b>					
HAZARD	7	7	13	7.00	-6
NON-HAZARD	37	37	58	37.00	-21
DUI					No Change
ORD. VIOLATION	1	1		1.00	1
PARKING			New Data		#VALUE!
<b>ACCIDENTS</b>					
NON-INJURY	1	1		1.00	1
INJURY	1	1	1	1.00	No Change
PRIVATE PROPERTY	1	1	2	1.00	-1
<b>CALLS</b>					
ADMIN.DUTIES-PD	67	67	49	67.00	18
ADMIN.DUTIES - CITY			75		-75
ALARM	12	12	5	12.00	7
ANIMAL	2	2	1	2.00	1
ASSIST - POLICE	14	14	14	14.00	No Change
ASSIST - PUB MOTOR	22	22	10	22.00	12
BLD. CHECK-SHAKE					No Change
BLD. CHECK-PATROL	1440	1440	1295	1440.00	145
BUSINESS CHECK	356	356	326	356.00	30
CHECK LIGHTS			New data		#VALUE!
CIVIL MATTER			2		-2
CRIMINAL DAMAGE	2	2		2.00	2
CRIMINAL THREAT	1	1	New Data	1.00	#VALUE!
DISTURBANCE	6	6		6.00	6
DISORDERLY CONDUCT			New Data		#VALUE!
DOMESTIC VIOLENCE			New Data		#VALUE!
FIELD INTERVIEW					No Change
FIRE	6	6	3	6.00	3
FOLLOW UP	12	12	6	12.00	6
INFO / INVESTIGATION	1	1	2	1.00	-1



WESTWOOD					
Jan-23					
ACTIVITIES / OFFENSE	THIS MONTH	23-YTD	22-YTD	23-Avg	CHANGE
INVOLUNTARY COMMITMENT					No Change
JUVENILE	1	1	2	1	-1
MEDICAL	20	20	14	20	6
MENTAL HEALTH	1	1	New Data	1	#VALUE!
MISSING PERSON			New Data		#VALUE!
NATURE UNKNOWN			1		-1
NOISE COMPLAINT					No Change
OPEN DOOR			1		-1
ORD VIOLATION WARNING					No Change
PROWLER			New Data		#VALUE!
PED CHECK					No Change
PUBLIC SERVICE	26	26	8	26	18
RECOVERED PROPERTY	2	2		2	2
RESIDENCE CHECK	67	67	64	67	3
RUNAWAY	1	1	New Data	1	#VALUE!
SUICIDE					No Change
SUICIDE ATTEMPT					No Change
SUSPICIOUS SUBJECT	5	5	6	5	-1
SUS VEHICLE OCC					No Change
SUS VEHICLE UNOCC	4	4	1	4	3
TELE HARRASSMENT					No Change
TELE THREAT					No Change
TRAFFIC COMPLAINT	1	1	4	1	-3
TRESPASS			New Data		#VALUE!
UNKNOWN 911	1	1	New Data	1	#VALUE!
UNATTENDED DEATH					No Change
WELL BEING CHECK	2	2	New Data	2	#VALUE!

TOTAL CALLS			
Total Activity	2082	Last Year - YTD Activity	1899
Year to Date Activity	2082	Difference in Activity	183
Total Monthly Summons	45		
Hazardous Summons Percentage	11%		

## WESTWOOD INCIDENT SUMMARY

### BURGLARY TO AUTO

**CASE NO:** 20230009      **LOCATION:** 2812 W 49 Terr  
**DATE :** 01/10/2023  
**ACTIVITY:** Unknown suspect(s) entered the unlocked vehicle and removed a backpack and a laptop without permission.

**CASE NO:** 20230024      **LOCATION:** 2001 W 47th Pl  
**DATE :** 01/23/2023  
**ACTIVITY:** Unknown suspect(s) broke out the back passenger window and took a wallet and with cash and credit cards and a pair of sunglasses without permission.

### RESIDENTIAL BURGLARY

**CASE NO:** 20230026      **LOCATION:** 1907 W 47th Terr  
**DATE :** 01/25/2023  
**ACTIVITY:** Unknown suspect removed a tablet, a safe with cash and other misc paperwork, and jewelry from the residence without permission.

### MOTOR VEHICLE THEFT

**CASE NO:** 20230007      **LOCATION:** 1900 W 47th Pl  
**DATE :** 01/07/2023  
**ACTIVITY:** Unknown suspect(s) stole the victim's vehicle that was parked in the parking lot without permission.

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

### LARCENY / THEFT

**CASE NO:** 20230027      **LOCATION:** 2000 W 47th Pl  
**DATE :** 01/26/2023  
**ACTIVITY:** Unknown suspect removed a watch from the victim's coat pocket without permission.

**CASE NO:** 20230028      **LOCATION:** 2200 W 47th Pl  
**DATE :** 01/26/2023  
**ACTIVITY:** Unknown suspect removed several packages from the mail area without permission.

**CASE NO:** 20230008      **LOCATION:** 1900 W 47th P  
**DATE :** 01/09/2023  
**ACTIVITY:** Unknown suspect took several laptops and Apple iPhones without permission.

WESTWOOD  
COURT SUMMARY  
JANUARY, 2023

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
January 06, 2023	44	01	\$2,818.00	14	12
January 20, 2023	20	12	\$3,045.00	00	17
<b>TOTALS</b>					
January, 2023	64	13	\$ 5,863.00	14	29
January, 2022	52	05	\$ 5,026.00	23	15
<b>TOTAL (\$5,863.00) less</b>					
* Kansas DL fees:					\$203.00
* Judges Training Fund:					\$ 21.00
* LET Training Fund:					\$ 472.50
* Seat Belt Fund:					\$ 0.00
<b>January, 2023 TOTAL:</b>					<b>\$5,166.50</b>

Y.T.D. TOTALS 2023		Y.T.D. TOTALS 2022	
ARRAIGNMENTS:	64	ARRAIGNMENTS:	52
TRIALS	13	TRIALS:	05
LETTERS:	14	LETTERS:	23
WARRANTS:	29	WARRANTS:	15
FINES:	\$5,863.00	FINES:	\$5,026.00
KS DL FEES:	\$203.00	KS DL FEES:	\$366.00
JUDGES FUND:	21.00	JUDGES FUND:	\$9.00
L.E.T.FUND:	\$472.50	L.E.T FUND:	\$202.50
Comm Correct Fund:	\$0.00	Comm Correct Fund:	\$ 0.00
SEAT BELT FUND:	\$0.00	SEAT BELT FUND:	\$0.00

**City of Westwood  
Treasurer's Report  
01/31/2023**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through January of \$2,881,279. Encumbrances for 2022 totaling \$24,663 have been recorded as of year-end, all have been paid in 2023. Additional encumbrances were identified and recorded through the end of January. The Capital Improvement Fund reflects a negative cash balance due to the reimbursements that we are waiting on.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
3. Statement of Operations – General Fund
  - a. Revenue received for the month totaling \$678,806. Compared to the prior year of \$622,652 which is up by \$56K.
    - i. Taxes – overall up \$64K from prior year. Ad Valorem taxes are up \$57K from prior year. City and County sales tax revenue is up \$7K compared to prior year.
    - ii. Fees and Licenses – up by \$8K compared to prior January. Utility Franchise Fees up by \$9K and Occupational Licenses down by \$10K.
    - iii. Building Permits – Down by \$2K compared to the prior year.
    - iv. Intergovernmental Fees are up from prior year by \$13K due to the timing of reimbursement in the prior year.
    - v. Fines – are about equal with the prior year.
    - vi. Miscellaneous Income –Interest income is up \$2K from prior. Prior year sale of fixed asset of \$30K reflected in this account.
  - b. Overall, January Expenditures totaled \$201,797. This is down by \$5K compared to prior year.
    - i. General Overhead total expenditures of \$35,460 for the month. Down from prior year by \$9K. Professional Fees has decreased by \$18K, Utilities are up \$3K, Park and Events up by \$4K.
    - ii. Administrative expenditures of \$33,369 for the month, up by \$8K over prior year to date. Overall increase in the Salary & Benefits line item by \$7K from prior year largely due to increases in health insurance costs.
    - iii. Public Works total expenditures of \$36,560 for the month, down by \$11K from the prior year. Salary and Benefits are down \$9K, Equipment and Maintenance down \$2K.
    - iv. Police expenditures are \$96,067 this month, up from prior year by \$7K for the year. Increases in Salary and Benefits by \$8K, Employee Expenses and raining up \$4K, Professional Fees down \$1K, General Operating down \$5K, Equipment and Maintenance up \$2K.
    - v. Parks and Rec total expenditures of \$339 for the month.
  - c. Net Receipts Over (Under) Expenditures in the General Fund are \$477,009 for the month which is up from the prior year by \$61K.
4. Other Funds – Current Month and Year to Date
  - a. CIP –Sales tax remains high at \$28K, above the monthly average of about \$28K. Cost sharing reimbursement of \$95K was received from KCMO.
  - b. Debt Service – Payment was made on the lease renewal of \$50K of principal pay down and \$6,668.75 of interest expense on 5050 Rainbow property.

I am available to answer any questions upon request.

Michelle Ryan  
City of Westwood Treasurer



**City of Westwood, Kansas**  
**Balance Sheet by Fund**  
As of January 31, 2023

	General Fund 01/31/2023	Capital Improvements Fund 01/31/2023	Equipment Reserve Fund 01/31/2023	Stormwater Fund 01/31/2023	Special Highway Fund 01/31/2023	Woodside TIF/CID Fund 01/31/2023	Debt Service Fund 01/31/2023	All Funds 01/31/2023
<b>Assets</b>								
Current Assets								
Cash In Bank	1,851,067.82	(179,440.26)	256,571.35	244,432.74	136,368.75	440,444.05	120,450.92	2,869,724.70
Cash In Bank - Bond Fund	36,533.91	0.00	0.00	0.00	0.00	0.00	0.00	36,533.91
Cash In Bank - Woodside Village Acct	9.37	0.00	0.00	0.00	0.00	0.00	0.00	9.37
PayPal - City Account	(120.77)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bill.com Money Out Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.90
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Undeposited Funds	10,602.37	0.00	0.00	0.00	0.00	0.00	0.00	10,602.37
Total Current Assets	1,898,431.70	(179,440.26)	256,571.35	244,432.74	136,368.75	440,444.05	120,450.92	2,917,259.25
<b>Total Assets</b>	<b>\$ 1,898,431.70</b>	<b>\$ (179,440.26)</b>	<b>\$ 256,571.35</b>	<b>\$ 244,432.74</b>	<b>\$ 136,368.75</b>	<b>\$ 440,444.05</b>	<b>\$ 120,450.92</b>	<b>\$ 2,917,259.25</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	36,549.99	0.00	0.00	0.00	0.00	0.00	0.00	36,549.99
FNBO Credit Cards Payable	(579.18)	0.00	0.00	0.00	0.00	0.00	0.00	(579.18)
Total Current Liabilities	35,980.00	0.00	0.00	0.00	0.00	0.00	0.00	35,980.00
Total Liabilities	35,980.00	0.00	0.00	0.00	0.00	0.00	0.00	35,980.00
Fund Balance								
Fund Balance	1,385,442.08	(302,771.09)	256,571.35	182,022.82	120,656.58	457,313.22	170,342.00	2,269,576.96
Fund Balance - Current Year	477,009.62	123,330.83	0.00	62,409.92	15,712.17	(16,869.17)	(49,891.08)	611,702.29
Total Fund Balance	1,862,451.70	(179,440.26)	256,571.35	244,432.74	136,368.75	440,444.05	120,450.92	2,881,279.25
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,898,431.70</b>	<b>\$ (179,440.26)</b>	<b>\$ 256,571.35</b>	<b>\$ 244,432.74</b>	<b>\$ 136,368.75</b>	<b>\$ 440,444.05</b>	<b>\$ 120,450.92</b>	<b>\$ 2,917,259.25</b>

No assurance is provided. Substantially all disclosures omitted.



# City of Westwood, Kansas

## Cash Flow

For the One Month Ended January 31, 2023

	General Fund Month Ending 01/31/2023	Capital Improvements Fund Month Ending 01/31/2023	Equipment Reserve Fund Month Ending 01/31/2023	Stormwater Fund Month Ending 01/31/2023	Special Highway Fund Month Ending 01/31/2023	Woodside TIF/CID Fund Month Ending 01/31/2023	Debt Service Fund Month Ending 01/31/2023	All Funds Month Ending 01/31/2023
<b>Unencumbered Cash, Beginning Period</b>	<b>1,421,953.26</b>	<b>(302,771.09)</b>	<b>256,571.35</b>	<b>182,022.82</b>	<b>120,656.58</b>	<b>457,313.22</b>	<b>170,342.00</b>	<b>2,306,088.14</b>
<b>Receipts</b>								
Taxes	600,820.80	28,110.21	0.00	0.00	0.00	0.00	9,777.67	638,708.68
Fees and Licenses	42,709.47	0.00	0.00	0.00	0.00	0.00	0.00	42,709.47
Building Permits	643.00	0.00	0.00	0.00	0.00	0.00	0.00	643.00
Intergovernmental	26,963.39	0.00	0.00	0.00	0.00	0.00	0.00	26,963.39
Restricted Use	0.00	0.00	0.00	62,409.92	15,861.35	80,755.20	0.00	159,026.47
Fines	4,456.00	0.00	0.00	0.00	0.00	0.00	0.00	4,456.00
Reimbursements	0.00	95,626.62	0.00	0.00	0.00	0.00	0.00	95,626.62
Miscellaneous	3,214.23	0.00	0.00	0.00	0.00	0.00	0.00	3,214.23
<b>Total Receipts</b>	<b>678,806.89</b>	<b>123,736.83</b>	<b>0.00</b>	<b>62,409.92</b>	<b>15,861.35</b>	<b>80,755.20</b>	<b>9,777.67</b>	<b>971,347.86</b>
<b>Expenditures</b>								
Salary & Benefits	158,232.92	0.00	0.00	0.00	0.00	0.00	0.00	158,232.92
Employee Expenses	6,310.74	0.00	0.00	0.00	0.00	0.00	0.00	6,310.74
Professional Fees	13,807.69	406.00	0.00	0.00	0.00	0.00	3,000.00	17,213.69
General Operating Expenses	2,210.56	0.00	0.00	0.00	0.00	0.00	0.00	2,210.56
Utilities	15,247.76	0.00	0.00	0.00	0.00	0.00	0.00	15,247.76
Equipment and Maintenance	1,917.60	0.00	0.00	0.00	0.00	0.00	0.00	1,917.60
Street and Stormwater	0.00	0.00	0.00	0.00	149.18	0.00	56,668.75	56,817.93
Park and Events	4,070.00	0.00	0.00	0.00	0.00	0.00	0.00	4,070.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	97,624.37	0.00	97,624.37
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>201,797.27</b>	<b>406.00</b>	<b>0.00</b>	<b>0.00</b>	<b>149.18</b>	<b>97,624.37</b>	<b>59,668.75</b>	<b>359,645.57</b>
Prior Year Cancelled Encumbrances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Increase / (Decrease) in Payables	(579.18)	0.00	0.00	0.00	0.00	0.00	0.00	(579.18)
Increase / (Decrease) in Refundable Bond Deposits	(1,660.00)	0.00	0.00	0.00	0.00	0.00	0.00	(1,660.00)
<b>Unencumbered Cash, End of Period</b>	<b>\$ 1,898,431.70</b>	<b>\$ (179,440.26)</b>	<b>\$ 256,571.35</b>	<b>\$ 244,432.74</b>	<b>\$ 136,368.75</b>	<b>\$ 440,444.05</b>	<b>\$ 120,450.92</b>	<b>\$ 2,917,259.25</b>

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and One Periods Ended January 31, 2023 and 2022

	Month Ending 01/31/2023	Year To Date 01/31/2023	Year To Date 01/31/2022	Year Ending 12/31/2023	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 600,820.80	\$ 600,820.80	\$ 536,972.25	\$ 2,113,906.00	(1,513,085.20)
Fees and Licenses	42,709.47	42,709.47	34,018.25	447,200.00	(404,490.53)
Building Permits	643.00	643.00	3,133.00	70,000.00	(69,357.00)
Intergovernmental	26,963.39	26,963.39	13,595.17	323,885.00	(296,921.61)
Fines	4,456.00	4,456.00	4,298.25	90,000.00	(85,544.00)
Miscellaneous	3,214.23	3,214.23	30,635.47	4,250.00	(1,035.77)
Total Receipts	678,806.89	678,806.89	622,652.39	3,049,241.00	(2,370,434.11)
<b>Expenditures</b>					
General Overhead					
Salary & Benefits	2,930.91	2,930.91	1,995.80	38,450.00	(35,519.09)
Employee Expenses	1,912.67	1,912.67	1,050.00	8,000.00	(6,087.33)
Professional Fees	11,994.45	11,994.45	30,135.82	240,250.00	(228,255.55)
General Operating Expenses	589.99	589.99	752.08	20,000.00	(19,410.01)
Utilities	13,962.66	13,962.66	11,304.70	252,850.00	(238,887.34)
Park and Events	4,070.00	4,070.00	(228.57)	14,750.00	(10,680.00)
Miscellaneous	0.00	0.00	0.00	30,000.00	(30,000.00)
Intergovernmental	0.00	0.00	0.00	20,000.00	(20,000.00)
Interfund Transfers	0.00	0.00	0.00	128,830.00	(128,830.00)
Total General Overhead	35,460.68	35,460.68	45,009.83	753,130.00	(717,669.32)
Administrative					
Salary & Benefits	31,869.28	31,869.28	24,860.99	456,653.00	(424,783.72)
Employee Expenses	395.00	395.00	100.00	14,500.00	(14,105.00)
Professional Fees	675.00	675.00	0.00	48,000.00	(47,325.00)
General Operating Expenses	430.00	430.00	91.43	2,500.00	(2,070.00)
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
Total Administrative	33,369.28	33,369.28	25,052.42	526,653.00	(493,283.72)

No assurance is provided. Substantially all disclosures omitted.

# City of Westwood, Kansas

## Statement of Operations

General Fund

For The One Period and One Periods Ended January 31, 2023 and 2022

	Month Ending 01/31/2023	Year To Date 01/31/2023	Year To Date 01/31/2022	Year Ending 12/31/2023	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Public Works					
Salary & Benefits	34,952.52	34,952.52	44,323.32	438,117.00	(403,164.48)
Employee Expenses	0.00	0.00	(97.99)	7,900.00	(7,900.00)
Professional Fees	0.00	0.00	0.00	17,000.00	(17,000.00)
General Operating Expenses	636.04	636.04	906.67	27,550.00	(26,913.96)
Utilities	971.92	971.92	170.01	14,000.00	(13,028.08)
Equipment and Maintenance	0.00	0.00	2,665.82	60,500.00	(60,500.00)
Interfund Transfers	0.00	0.00	0.00	50,000.00	(50,000.00)
Total Public Works	36,560.48	36,560.48	47,967.83	615,067.00	(578,506.52)
Police					
Salary & Benefits	88,480.21	88,480.21	80,334.60	985,422.00	(896,941.79)
Employee Expenses	4,003.07	4,003.07	121.16	27,000.00	(22,996.93)
Professional Fees	1,138.24	1,138.24	2,950.00	30,000.00	(28,861.76)
General Operating Expenses	554.53	554.53	5,713.39	58,100.00	(57,545.47)
Utilities	0.00	0.00	0.00	4,500.00	(4,500.00)
Equipment and Maintenance	1,891.60	1,891.60	(99.99)	10,500.00	(8,608.40)
Park and Events	0.00	0.00	0.00	1,000.00	(1,000.00)
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Police	96,067.65	96,067.65	89,019.16	1,146,522.00	(1,050,454.35)
Parks & Rec					
General Operating Expenses	0.00	0.00	3.28	2,000.00	(2,000.00)
Utilities	313.18	313.18	0.00	30,000.00	(29,686.82)
Equipment and Maintenance	26.00	26.00	0.00	6,000.00	(5,974.00)
Park and Events	0.00	0.00	(3.28)	13,250.00	(13,250.00)
Total Parks & Rec	339.18	339.18	0.00	51,250.00	(50,910.82)
Total Expenditures	201,797.27	201,797.27	207,049.24	3,092,622.00	(2,890,824.73)
Receipts Over (Under) Expenditures	\$ 477,009.62	\$ 477,009.62	\$ 415,603.15	\$ (43,381.00)	520,390.62

No assurance is provided. Substantially all disclosures omitted.

**City of Westwood, Kansas**  
**Statement of Operations**  
Other Funds  
For The One Period Ended January 31, 2023

	Other Funds					
	Capital Improvements Fund Month To Date 01/31/2023 Actual	Equipment Reserve Fund Month To Date 01/31/2023 Actual	Stormwater Fund Month To Date 01/31/2023 Actual	Special Highway Fund Month To Date 01/31/2023 Actual	Woodside TIF/CID Fund Month To Date 01/31/2023 Actual	Debt Service Fund Month To Date 01/31/2023 Actual
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	9,538.84
City Sales & Use Tax - Special	28,110.21	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	238.83
Total Taxes	\$ 28,110.21	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,777.67
Restricted Use						
Stormwater Utility Fee	0.00	0.00	62,409.92	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	12,125.90	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	3,735.45	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	73,162.73	0.00
WV CID-2	0.00	0.00	0.00	0.00	7,592.47	0.00
Reimbursements	95,626.62	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	123,736.83	0.00	62,409.92	15,861.35	80,755.20	9,777.67
<b>Expenditures</b>						
Professional Fees	406.00	0.00	0.00	0.00	0.00	3,000.00
Street and Stormwater						
Capital Improvement Expense	0.00	0.00	0.00	0.00	0.00	56,668.75
Special Highway Expense	0.00	0.00	0.00	149.18	0.00	0.00
Total Street and Stormwater	0.00	0.00	0.00	149.18	0.00	56,668.75
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	37,204.78	0.00
WV TIF 40% Sales Tax	0.00	0.00	0.00	0.00	26,038.73	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	34,380.86	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	97,624.37	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	406.00	0.00	0.00	149.18	97,624.37	59,668.75
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 123,330.83</b>	<b>\$ 0.00</b>	<b>\$ 62,409.92</b>	<b>\$ 15,712.17</b>	<b>\$ (16,869.17)</b>	<b>\$ (49,891.08)</b>

No assurance is provided. Substantially all disclosures omitted.

## **COUNCIL ACTION FORM**

Meeting Date: February 9, 2023

Staff Contact: Leslie Herring, City Administrator

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Agenda Item: Appointment of Abby Schneweis as Westwood City Clerk

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

With the passage of Charter Ordinance No. 19, passed in May 2022, and the adoption of the FY 2023 budget, the Governing Body approved the creation of the position of City Administrator for the City of Westwood and the separation of and creation of a stand-alone role of City Clerk. Up until that point the City had a City Clerk position that, in 2018, transitioned into the Chief Administrative Officer/City Clerk position that was created following that year's classification and compensation study. With the adoption of Charter Ordinance No. 19 and the organizational chart accepted during the 2022 Governing Body conversations, the City's Assistant City Clerk position was written out of the organizational structure, as a component of organizational evolution and ongoing efforts to professionalize staff support of the Governing Body.

Pursuant to Charter Ordinance No. 19, the City Clerk position is one that is appointed by the Mayor with the consent of the City Council upon recommendation by the City Administrator (Westwood Municipal Code 1-301).

### **Staff Comments/Recommendation**

I – in my capacity as City Administrator – have created a new job description for City Clerk to best suit the organization, which is included in the meeting packet for your information, and I recommend Abby Schneweis for appointment to it.

I have shared the job description as well as the amount budgeted for this position in 2023 with Abby and I am glad to announce that she has accepted those terms of this new position (which would reflect a reclassification of her current position and a promotion).

Abby has been with the City in the role of Assistant City Clerk since October 2012. While Abby was earning her Certified Municipal Clerk credential from 2018 until her graduation in the Fall of 2021, she was also taking on progressively responsible and challenging tasks associated with being a City Clerk for Westwood. She has effectively progressively worked into the job description of City Clerk which now exists. Although there are a handful of additional functions and responsibilities that Abby will take over/on over the course of the next year that she is not currently doing, she has worked hard and has challenged herself to earn this role with the City of Westwood.

If her appointment is confirmed by the Governing Body, Abby will begin attending City Council meetings and taking minutes as required by state statute, effective immediately.

### ***Suggested Motion:***

*I move to confirm the appointment of Abby Schneweis as City Clerk for the City of Westwood upon recommendation of the City Administrator and to issue the oath of office to Ms. Schneweis.*



## CITY OF WESTWOOD KANSAS

Job Title: City Clerk  
Department: Administration  
Reports to: City Administrator

FLSA Status: Exempt

Page 1 of 3

### SUMMARY

The City Clerk is a professional position and is the official custodian of records. This position is responsible for all aspects of the Kansas Open Records Act (KORA), Kansas Open Meetings Act (KOMA), maintaining official city records, ordinances, resolutions, contracts, and the municipal code. Attending City Council meetings, recording minutes, ordinances, and resolutions are also expected. The City Clerk performs administrative, financial, and clerical duties under the supervision of the City Administrator.

As a city officer, this employee should possess excellent communications, organizational, and public relations skills. The City Clerk has a substantial amount of public contact and must demonstrate outstanding professional communication skills. Duties include answering telephones, filing and retrieving documents, answering questions from community members, communicating City information via digital and paper mediums which include but are not limited to the website, City newsletter, social media, etc. This position also plans and executes community events.

### RESPONSIBILITIES

#### 1. **SERVES AS LICENSING AND PERMITTING CLERK AND RECORDS CUSTODIAN.**

Performance is acceptable when:

- a. Present at all meetings of the City Council and meeting minutes are prepared effectively.
- b. Licenses and permits are processed correctly, and complete records kept.
- c. Records management program in accordance with official records retention schedules for official City records and archives (including ordinances, resolutions, agreements, deeds and other documents for which the City Clerk's office is the office of record) is comprehensive, current, and well-organized.
- d. Publishes all ordinances, resolutions, or other notices required by law or ordinance.
- e. Keeps a record of all appointments to the City Council, Planning Commission, and committees.
- f. Tax exemption applications for City equipment, structures, and properties, and approved projects are processed timely and correctly.

#### 2. **MANAGES OFFICE, ASSISTS WITH ADMINISTRATION OF HUMAN RESOURCES AND FINANCIAL FUNCTION.**

Performance is acceptable when:

- a. Manages general affairs of the Administration Department, including coordinated purchasing.
- b. Payments are received, paid, and properly recorded from various parties correctly and timely.
- c. Coordinates documentation at month and year end with City Treasurer and annually with City Auditor.
- d. Thoroughly conducts new hire process and employee separation process.
- e. Payroll is processed timely, including ensuring that primary and secondary benefits and deductions are properly calculated and applied.

## CITY OF WESTWOOD KANSAS

Job Title: City Clerk  
Department: Administration  
Reports to: City Administrator

FLSA Status: Exempt

Page 2 of 3

- f. Maintain all personnel records, with application, health insurance forms, evaluations, tax forms, pay rates, hiring information, and unemployment information.

### 3. **MANAGES COMMUNITY COMMUNICATION AND ACTIVITIES**

Performance is acceptable when:

- a. Rental and usage of the Community Room is effectively coordinated.
- b. City communications including the quarterly newsletter, weekly email, social media, website posting, etc. are coordinated according to the adopted schedule for each.
- c. Inquiries and complaints from community members are resolved and or referred to the appropriate department.
- d. City events are coordinated according to the annual recurring schedule, as updated.

Related responsibilities include

- i. All details are coordinated with vendors.
- ii. Event information is advertised on City communications channels.
- iii. Supplies are stocked and managed for events.
- iv. Sufficient volunteers are coordinated.
- v. Applications for block parties are processed timely and thoroughly.

- 4. The incumbent has the fundamental duty to: (a) maintain acceptable standards of office conduct (b) come to work within defined work hours (c) handle stress and (d) maintain acceptable working relationships.

The responsibilities described above represent the primary responsibilities of the job. Other responsibilities may be assigned by the supervisor as warranted by business needs. The incumbent is expected to do all assigned responsibilities.

### **KNOWLEDGE/SKILLS/LICENSURE/CERTIFICATION**

High school diploma or GED required. Knowledge of administrative support and basic accounting principles and practices; and applicable laws, regulations, and codes. Skills related to operating a computer and related software, maintain and preparing reports and files, and providing customer service. Ability to communicate appropriately with the general public, establish and maintain effective working relationships with others. Ability to understand and follow oral and written instructions. Experience in clerical work, knowledge, and procedures, maintaining required records, preparation of required reports. Maintains a Bonded Notary Public status.

### **EXPERIENCE:**

Three (3) years experience in clerical work, knowledge of procedures, maintaining required records, preparation of required reports.

### **TOOLS & EQUIPMENT**

Standard office equipment

### **ROUTINE CONTACTS**

The public, co-workers, city administrators and officials.

Job Title: City Clerk  
Department: Administration  
Reports to: City Administrator

FLSA Status: Exempt

Page 3 of 3

## PHYSICAL AND MENTAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### Physical Demands

Work is typically performed in an office environment. While performing the duties of this job, employees are regularly required to sit, walk and stand; talk or hear, both in person and by telephone; use hands repetitively to finger, handle, feel or operate standard office equipment; reach with hands and arms; and lift up to 10 pounds.

Specific vision abilities required by this job include close vision, distance vision and the ability to adjust focus.

### Mental Demands

While performing the duties of this job, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve non-routine and complex office administrative problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks; work under intensive deadlines with frequent interruptions; and interact with managers, staff, customers, the public and others encountered in the course of work, some of whom may be dissatisfied or abusive individuals.

## REQUIRED SIGNATURES/APPROVALS

\_\_\_\_\_  
City Administrator  
Adopted \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

**COUNCIL ACTION FORM**

Meeting Date: February 9, 2023

Staff Contact: Leslie Herring, City Administrator

---

Agenda Item: Consider Reappointments to the Westwood Planning Commission

---

**Background / Description of Item**

The members of the Westwood Planning Commission are appointed by the Mayor, with the consent of the Governing Body, and serve a term of three (3) years each (16.1.4.2). Planning Commissioners whose terms are expiring effective February 28, 2023 include:

Candidate	Residential Address	Date Appointed
Samantha Kaiser	2417 W. 49 <sup>th</sup> Ter.	November 2020
David Kelman	3001 W. 50 <sup>th</sup> Ter.	July 2021
Sarah Page	2909 W. 51 <sup>st</sup> St.	May 2017

All three Commissioners are seeking renewal of their terms.

**Staff Comments**

These named candidates for reappointment all reside in Westwood are qualified appointees and are hereby recommended by the Mayor to serve on the Westwood Planning Commission for terms or three (3) years each.

Candidate	Residential Address	Term
Samantha Kaiser	2417 W. 49 <sup>th</sup> Ter.	March 1, 2023 – February 28, 2026
Samantha Kaiser	2417 W. 49 <sup>th</sup> Ter.	March 1, 2023 – February 28, 2026
Sarah Page	2909 W. 51 <sup>st</sup> St.	March 1, 2023 – February 28, 2026

***Suggested Motion of the Mayor***

*I move to confirm the appointment of Samantha Kaiser, David Kelman, and Sarah Page to the Westwood Planning Commission, each for a three-year term to expire February 28, 2026, and for Leslie Herring in her capacity as notary public to administer the oath of office at the next regular meeting of the Planning Commission.*

## **COUNCIL ACTION FORM**

Meeting Date: February 9, 2023

Staff Contact: Leslie Herring, City Administrator

---

Agenda Item: Consider Resolution No. 116-2023 Approving Participation in the Regional Resource Sharing Agreement

---

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

By way of the January 2023 letter from the Mid-America Regional Council (MARC) and the Regional Homeland Security Coordinating Committee (RHSCC) included in the meeting packet, area local governments are being invited and encouraged to participate in the Kansas City Regional Resource Sharing Agreement (RSA). More detailed background information is included in that letter and Jason White with MARC will be in attendance at the meeting to speak to this item and to respond to any questions you may have.

### **Staff Comments / Recommendations**

Although there are currently both formal and informal mutual aid agreements throughout the region, as the letter, resolution, and agreement state, the intent of this RSA is to serve as a safety net to fill in gaps between those various agreements and is being recommended for adoption by MARC member jurisdictions as best practice identified by FEMA (the Federal Emergency Management Agency).

Westwood functions that could be potentially impacted by this agreement in the case of an emergency include:

- Law enforcement
- Public works
- Building inspection
- Public information/communications

This agreement has been reviewed by the City Attorney as well as the City's insurance broker, neither of which found cause for concern with the RSA.

### ***Suggested Motion***

*I move to adopt Resolution No. 116-2023 approving Westwood's participation in the Regional Resource Sharing Agreement.*



January 17, 2023

Dear City/County Administrators,

The Mid-America Regional Council and the Regional Homeland Security Coordinating Committee (RHSCC) are pleased to provide the **Kansas City Regional Resource Sharing Agreement (RSA)** for your jurisdiction's use. Designed to strengthen resource sharing across the bistate area, the agreement will help identify cities and counties willing to share resources (including across state lines) prior to an incident, promote unity of effort and expedite mutual aid efforts.

Mutual aid agreements currently exist that cover some separate and discrete response disciplines. However, the region has identified the need for a more in-depth, comprehensive understanding of how certain resources could be shared and assistance offered.

Developed and approved by the RHSCC through extensive work by a multi-disciplinary group of emergency services professionals from across the region, the RSA serves as a "safety net" helping communities to access a wide range of potentially needed resources and achieve economic and logistical efficiencies to support gaps in resources and capability. The agreement will also help ensure that many disciplines, such as public information officers, medical examiners, public health, public works volunteers and others, can be quickly mobilized and deployed.

The RSA is not intended to supersede or replace any existing agreements, but to provide a basic understanding between participating jurisdictions regarding the sharing of resources not covered by other agreements. The RSA assists to clarify the liability issues related to resource sharing. There are some circumstances where resource sharing may not be explicitly or implicitly permitted, such as jurisdictions required to adopt resolutions or ordinances to participate in resource sharing or making formal declarations which may delay response. The implementation of this agreement provides a means to address this issue.

Participation in the RSA is voluntary and is intended to strengthen the current working relationships between jurisdictions within the region. Jurisdictions in the region are encouraged

to participate and become signatories to the agreement. Participants will be asked to sign/execute the document and submit an email with the signature page/ordinance of authorization to [JWhite@MARC.org](mailto:JWhite@MARC.org) for formal recording of an entities decision to participate.

If you have questions regarding the RSA, please contact Jason White at [JWhite@MARC.org](mailto:JWhite@MARC.org) on behalf of the RHSCC.

Thank you for your continued cooperative efforts to strengthen preparedness in the region.

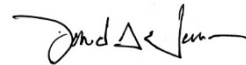
Sincerely,



Joe Connor, Assistant County  
Manager, Johnson County, Kansas  
RHSCC Co-Chair



Donna Lake, Fire Chief  
Kansas City, Missouri  
RHSCC Co-Chair



David Warm, Executive Director  
Mid-America Regional Council

**CITY OF WESTWOOD, KANSAS  
RESOLUTION NO. 116-2023**

**A RESOLUTION OF THE CITY OF WESTWOOD, KANSAS APPROVING PARTICIPATION WITH THE REGIONAL RESOURCE SHARING AGREEMENT.**

**WHEREAS**, the Regional Resource Sharing Agreement was developed by a workgroup of Emergency Managers, approved by the Regional Homeland Security Coordinating Council and the MARC Board of Directors to provide a document intended for all jurisdictions in the MARC region willing to share resources with other jurisdictions; and,

**WHEREAS**, the Regional Resource Sharing Agreement was developed to serve as a safety net mutual aid agreement to fill in the gaps between the various, typical mutual aid agreements which serve law enforcement, fire service etc.; and,

**WHEREAS**, the Regional Resource Sharing Agreement will strengthen the current mutual aid agreements by establishing a basic understanding regarding liability issues and procedures; and,

**WHEREAS**, the Regional Resource Sharing Agreement will clarify in writing the typical handshake agreement that jurisdictions have often relied upon when requesting and sharing resources; and,

**WHEREAS**, the Regional Resource Sharing Agreement provides an understanding of which jurisdictions are willing to participate in a sharing agreement to support the requests of other jurisdictions to meet their needs; and,

**WHEREAS**, the concept of the Regional Resource Sharing Agreement is considered a best practice by the Federal Emergency Management Agency (FEMA).

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

**SECTION 1.** The City of Westwood agrees to become a participant within the Regional Resource Sharing Agreement attached hereto as Exhibit "A".

**SECTION 2.** The Resolution shall take effect upon its approval by the City Council.

**ADOPTED by the Governing Body of the City of Westwood, Kansas, this 9<sup>th</sup> day of February, 2023.**

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

ATTEST:

\_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM AND LEGALITY:

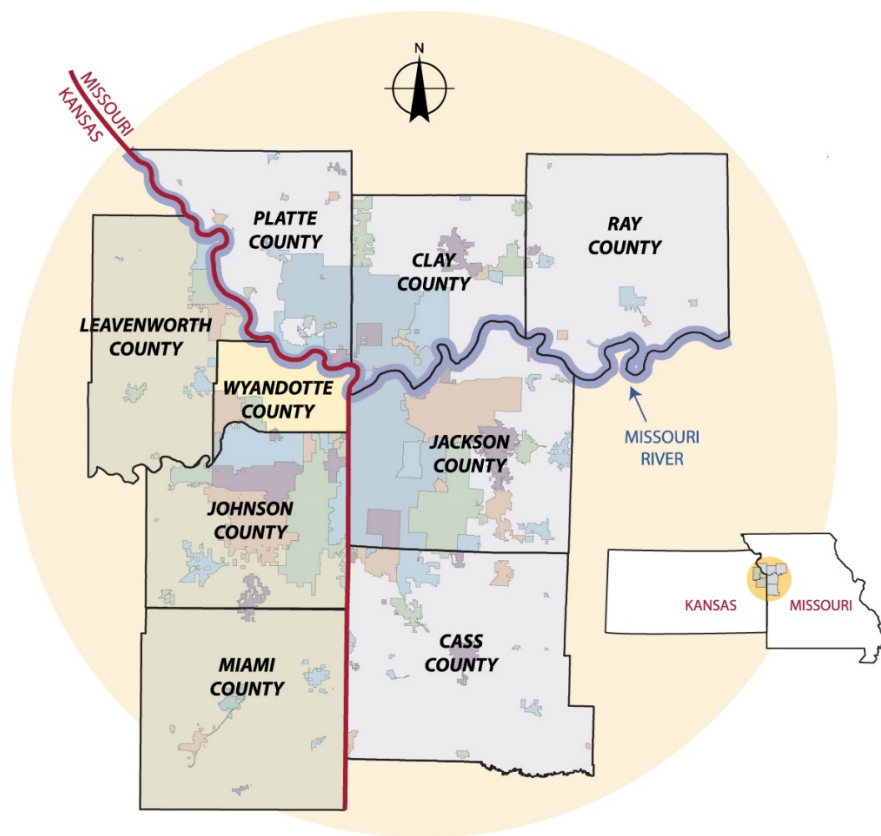
\_\_\_\_\_  
Ryan B. Denk, City Attorney



Greater Kansas City

# Regional Resource Sharing Agreement

for Emergency Response and Recovery





## Greater Kansas City Regional Resource Sharing Agreement

### **Preamble**

This agreement is designed to strengthen the local jurisdiction's ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

### **Article I: Purpose and Scope**

1. **AGREEMENT OF LAST RESORT** – This Agreement is to be used as the agreement of last resort when the sharing of a resource is not covered by any other local written mutual aid agreement. There are already mutual aid agreements and laws in place serving as the foundation for mutual aid for law enforcement, fire, emergency medical services and most regional specialty teams.
2. **NON-OBLIGATORY** – This Agreement does not obligate any party to take an affirmative action or to incur costs to which the jurisdiction is not able to commit at the time of the emergency.
3. **NO PENALTY RESERVATION** – In the event of an emergency or disaster, one or more Assisting Jurisdictions may assist. The offer of assistance by the Assisting Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Assisting Jurisdiction's community. Any decision regarding whether an Assisting Jurisdiction can spare staffing and/or resources shall lie solely with the Assisting Jurisdiction.
4. **COMPREHENSIVE** – This Agreement may be applied to share any resource or asset under the Assisting Jurisdiction's control.
5. **NON-DECLARATIVE** – A federal, state, county, or local disaster declaration is not required for a participating jurisdiction to render assistance to another jurisdiction covered by this Agreement.
6. **INTERJURISDICTIONAL RELATIONSHIPS** — The Regional Resource Sharing Agreement should build on existing interjurisdictional relationships and not supersede existing mutual aid agreements or disrupt normal lines of responsibilities between jurisdictions. Jurisdictions should seek to obtain resources based on normal interjurisdictional



relationships between special districts, townships, cities and counties.

7. NON-EXPIRING – This Agreement shall remain in effect for an indefinite term, subject to a participating jurisdiction's request to withdraw. Withdrawal from this agreement may occur at any time by written notification to MARC at least 60 days prior to the withdrawal. Upon withdrawal from this Agreement, any equipment provided to the Parties shall be returned to the supplying agency. A Party's written withdrawal from this Agreement will be deemed a modification by amendment to his Agreement but does not terminate this Agreement as to the remaining Parties. MARC shall maintain a list of which jurisdictions signatories, date and status.

## **Article II: Benefits**

There are important reasons for a regional Resource Sharing Agreement. These advantages include:

- Improves the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support,
- Allows for optimal use of the region's resources, reducing the need to duplicate expensive specialized assets,
- Increases the likelihood that resources will be available and able to be deployed in response to need,
- It provides a mechanism for the use of the Incident Support Team and Emergency Support Functions within local emergency operations centers,
- It provides a mechanism for the use of resources supporting multi-jurisdiction training and exercises,
- A regional resource sharing agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

## **Article III: Authorities**

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statutes specifically with regard to emergency situations exist in Kansas statutes 12-16,117 and in Missouri RSMo. § 44.090-.098 and § 70.837.

The jurisdictions represent that the individual executing this Agreement on behalf of the jurisdiction or entity has the authority to bind and agree to the terms contained herein.

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

In general, the basis for this Regional Resource Sharing Agreement is the legal ability for governments, such as Counties, Cities, Villages, Townships and Special Districts, to agree in principle to the possibility of sharing resources when requested by another governmental entity which is also a signatory of this Agreement. Both Kansas and Missouri statutes recognize the

ability of local governments to participate in interlocal agreements such as this Regional Resource Sharing Agreement.

We recommend that Kansas jurisdictions review [KSA 12-16,117](#) and consider adoption of an ordinance regarding the possibility of sharing resources within the region and across state lines. Sample ordinance language is found in Attachment B.

#### **Article IV: Definitions**

**Assisting Jurisdiction:** A political jurisdiction, multi-jurisdictional agency, or other entity providing critical community services agreeing to assist another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

**Authorized Representative:** The chief executive of a political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency, or their designee, who is empowered to request resources, obligate resources, and expend funds on behalf of the political jurisdiction or multi-jurisdictional agency under the terms of this Agreement. The designee is often the Emergency Management Director / Coordinator.

**Emergency Management Agency:** The agency responsible for coordinating emergency management activities through all-phases – mitigation, preparedness, response, and recovery – within a jurisdiction.

**Emergency or Disaster:** Any situation needing an immediate response for which the community cannot alleviate without outside assistance regardless of formal declarations.

**Mutual Aid:** A prearranged written agreement and plan whereby assistance is requested and provided between two or more political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agencies during a large-scale emergency or disaster under terms of this agreement. It includes the sharing of people, equipment, consumable items.

**Period of Assistance:** The period of time beginning with the departure of any personnel and/or equipment of the Assisting Jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the Requesting Jurisdiction, and ending on the return of all of the Assisting Jurisdiction's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice to the authorized representative of the Requesting Jurisdiction by the authorized representative of the Assisting Jurisdiction.

**Personnel Licensure Compact:** A legal document passed as state legislation in the individual states that wish to become part of that particular interstate agreement. In general, these types of Compacts allow personnel to move over state lines easier during normal day to day operations.

**Requesting Jurisdiction:** A political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency that is

responding to a natural, man-made, or technological hazard that has requested assistance from another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

**Special District:** A local government with a board of directors and taxing authority recognized by the state as a stand-alone entity. Commonly fire districts, ambulance districts, 911 districts, road districts, sewer districts, school districts etc. These local government entities may be signatories of the Regional Resource Sharing Agreement.

### **Article V: Governance**

The signatory to this Agreement is the Authorized Representative or delegate authorized by the County, City, Township, Village or Special District, to facilitate the development of interagency policies and procedures to ensure timely and efficient resource availability in response to and recovery from emergencies or disasters.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by more than one party. The parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

The Regional Resource Sharing Agreement may be amended upon the endorsement of at least two-thirds (2/3) of the member jurisdictions.

The Regional Homeland Security Coordinating Council (RHSCC) and the Policy Committee of the RHSCC shall serve as the lead body regarding the Resource Sharing Agreement. The RHSCC shall be responsible for implementation.

The Mid-America Regional Council (MARC) agrees to serve as the Administrator for this Regional Resource Sharing Agreement, to catalog participants and the use of the Agreement.

### **Article VI: Recognition of Licensure and Certification**

The recognition of licenses and certifications of personnel who are requested to serve in a jurisdiction which is different than where they have a license or certification has been issued, will be able to serve predicated upon a variety of state laws, compacts or other legal agreements. The adoption of laws, interstate licensure compacts and other legal agreements for reciprocity occurs frequently and jurisdictions should evaluate this aspect as needed.

### **Article VII: Liability Protection and Immunity**

1. All activities performed under this Agreement are deemed to be governmental functions including health, welfare, and safety of the general population.
2. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety

agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, statutory immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the Assisting Jurisdiction. The parties to this Agreement acknowledge and agree that the Responding Jurisdictions located in Missouri are prohibited by Missouri law from indemnifying other entities, and that notwithstanding any other language in this Agreement, the indemnification provisions in this Section and the reimbursement provisions below shall not require Responding Jurisdictions located in Missouri to indemnify or reimburse the other parties to this Agreement.

3. Any person holding a license, certificate, or other permit issued by a political jurisdiction or multi-jurisdictional agency or the state meeting qualification in a professional, mechanical, or other skill licensed to operate in the Assisting Jurisdiction will be duly recognized by the Requesting Jurisdiction for the duration of their assignment (including long term recovery under an approved recovery plan).
4. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

#### **Article VIII: Employment Benefits**

All pension, relief, disability, death benefits, workers compensation and other benefits enjoyed by the employees of parties rendering assistance shall extend to the services they perform under this Agreement outside their respective jurisdictions as if those services had been rendered in their own jurisdiction.

#### **Article IX: Deployment**

1. Requests for assistance including the provision of people, equipment, consumable items, services, and information may either be verbal or in writing and will be administered through authorized representatives (or their designees) of the political jurisdiction or multi-jurisdictional agencies.
  - a. Verbal requests will be followed up with a written request for assistance within thirty (30) days per the accompanying administrative protocols to this Agreement.
2. The Requesting Jurisdiction and the Assisting Jurisdiction both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.
3. Each political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. 84.350, or multi-jurisdictional agency has the latitude to develop their own travel policies for their jurisdiction. As such, travel policies and required documents to process reimbursement under the agreement will vary from political jurisdiction or multi-jurisdictional agency to political jurisdiction or multi-jurisdictional agency. Regardless of the differences in travel policies amongst political jurisdiction or multi-jurisdictional agencies, the accurate collection, preparation, and submission of documentation is important.

## **Article X: Reimbursement**

Reimbursement is outside the scope of this regional intergovernmental agreement. This issue is left between the assisting and impacted jurisdictions to be discussed should the need arise at the time of the incident between the two parties.

## **Article XI: Termination**

1. This Agreement shall be construed to effectuate the purposes stated in Article I herein. If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of the Agreement which can be given effect without the invalid provision or application.
2. Nothing herein shall preclude any political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency from entering into supplementary agreements or affect any other agreements already in force.
3. The Assisting Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's Authorized Representative or their designee, as soon as practicable.

## **Article XII: Dispute Resolution**

Once resources are deployed, the relationship is established between the entity providing the resource and the entity requesting the resource and it is incumbent upon them to define the relationship and seek to establish clear understanding of the relationship and its obligations and responsibilities.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.

## **Article XIII: Operational Plan**

This Agreement is written to provide a known process on how to request and receive assistance and the expectations associated with a request.

The Federal Emergency Management Agency's National Response Framework and state laws enable states and their political jurisdiction or multi-jurisdictional agencies to enter into agreements that allow for the timely, efficient, and effective sharing of resources during catastrophic events, even if a formal federal or state disaster declaration have not been declared. The federal government has in recent years encouraged a "Whole Community" approach to emergency management, which seeks to ensure community recovery begins at the earliest possible opportunity without the need to render federal aid.

The National Incident Management System (NIMS) also provides well-established and uniform guidelines for incident management and response.

Where possible commonly accepted forms of written communications should be utilized such as the accepted ICS forms and processes.

### **Requests for Assistance**

Political jurisdiction or multi-jurisdictional agencies party to this agreement agrees to honor any form of written request, as agreed upon through such written agreement and containing the following data elements. No specific request form is prescribed.

1. The intent to implement this agreement, as distinguished from any other existing mutual aid agreement;
2. A general description of the emergency situation, damage or injury sustained or threatened;
3. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, fatality management, public information and communication, resource support, health and other medical services, etc.), and the particular type of assistance needed;
4. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and
5. The location or staging area where the resources are to be dispatched and the specific time that the resources are needed; and
6. The name and contact information of a representative of the Requesting Jurisdiction to meet the personnel and equipment of any Assisting Jurisdiction; and
7. The name and contact information of the authorized representative for follow-up questions if needed to fulfill the resource request.
8. Jurisdictions might consider the use of FEMA ICS 213 RR Modified for requesting resources, as well as the process and procedures that commonly accompany the use of the ICS 213 RR.

**Download: [ICS 213 RR Modified Resource Request Form](#)**

The authorized representative in the Assisting Jurisdiction will be responsible for forwarding and coordinating the request for assistance with the appropriate emergency support functions and/or organizations within their jurisdiction or agency based on availability of the resources requested.



An authorized representative who determines that their Assisting Jurisdiction has the available personnel, equipment, or other resources, shall so notify the authorized representative of the Requesting Jurisdiction and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Jurisdiction;
2. The estimated period of assistance that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and
4. The estimated time of arrival for the assistance to be provided at the designated location.
5. Any additional information or support needed from the Requesting Jurisdiction.

**Signatory:**

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Name, Title

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Date

Organization  
Address  
City, State, Zip

**Official Notices:**

For: [Organization}

[Name]  
[Title]  
Email: [ ]

For Legal Notices – Email as above with  
paper copy mailed to:

[Organization]  
ATTN: [Legal Point of Contact]  
[Address]  
[City, State, Zip]

For: Mid-America Regional Council

Erin Lynch, Emergency Services and  
Homeland Security Program Director  
Email: elynch@marc.org

For Legal Notices – Email as above with  
paper copy mailed to:

Mid-America Regional Council  
ATTN: Erin Lynch  
600 Broadway Blvd #200  
Kansas City, MO 64105

## Appendix A: Authorities and References

<b>Level of Gov.</b>	<b>Document</b>	<b>Citation/Statute</b>	<b>Authority/ Responsibility</b>
Federal	<a href="#">Stafford Act</a>	<a href="#">44 CFR Section 206</a>	DHS/FEMA – emergency response
Federal	<a href="#">Executive Order 12148</a>	<a href="#">44 Fed. Reg. 43239</a>	DHS/FEMA - preparedness/response
Federal	<a href="#">Presidential Policy Directive 8 (FEMA Implementation)</a>	<a href="#">Presidential Policy Directive PPD 8</a>	DHS/FEMA – national preparedness
Federal	<a href="#">Presidential Policy Directive 21 (FEMA Implementation)</a>	<a href="#">Presidential Policy Directive PPD 21</a>	DHS public health and medical
Federal	<a href="#">Emergency Management Assistance Compact</a>	<a href="#">Public Law 104-321</a>	FEMA/State mutual aid
Federal	<a href="#">National Emergencies Act</a>	<a href="#">Public Law 94-412, 90 Stat. 1255</a>	Executive Branch – Presidential Declaration
Federal	<a href="#">Pandemic and All Hazards Preparedness Act</a>	<a href="#">Public Law No. 109-417</a>	HHS/CDC – public health preparedness and response
Federal	<a href="#">Public Health Service Act</a>	<a href="#">Public Law 78-410</a>	HHS – public health emergency declaration
Federal	<a href="#">Public Readiness and Emergency Preparedness Act</a>		HHS – declaration of immunity from liability for claims related to medical countermeasures
Federal	<a href="#">NIMS</a>		DHS/FEMA – incident command system
Federal	<a href="#">National Response Framework, Third Edition</a>		DHS/FEMA – national all-hazards approach to coordinate emergency response through ESF's
State	Kansas Mutual Aid System	Statutes <a href="#">48-950-958</a>	KS Political jurisdiction or multi-jurisdictional agencies
Municipalities	Municipal Mutual Aid	KS <a href="#">12 -16,117,</a>	KS Municipalities (Counties/Cities)
Public Agencies	Public Agencies	KS <a href="#">12-2904</a>	Public agencies
State	Kansas Mutual Aid	KS <a href="#">80-1517</a>	Fire (ESF 4)
State	Kansas Mutual Aid	KS <a href="#">65-6158</a>	Public Health and Medical (ESF 6)
State	Kansas Mutual Aid	KS <a href="#">48-3602</a>	Law Enforcement
State	Missouri Mutual Aid	MO <a href="#">44.415</a>	State Emergency Management
State	Missouri Mutual Aid - Missouri Law	MO <a href="#">44.098</a>	Law Enforcement mutual aid with KS and OK

	Enforcement		
State	Missouri EMS	MO <a href="#">190.107</a> MO <a href="#">190.900 - 939</a>	EMS/ambulance
State	Kansas EMS	KS <a href="#">65-6158</a>	EMS/ambulance
State	Kansas Wildfire	KS <a href="#">31-801</a>	Forest Fire preservation
State	Missouri Mutual Aid	MO <a href="#">320.090</a>	Fire
State	Kansas EM Compact	KS <a href="#">48-9a01</a>	KSW Interstate EM Compact/ State EM
State	Missouri Mutual Aid	MO <a href="#">44.095</a>	Mutual aid with Kansas/State EM
State	Missouri Mutual Aid	MO <a href="#">44-090</a> MO <a href="#">44-105</a> MO <a href="#">44-045</a> MO <a href="#">70.815-837</a>	Interstate and Intrastate. No declaration required. License reciprocity recognized.
State (Ntl Agreement)	Kansas / Missouri	<a href="#">EMS Compact</a>	EMS reciprocal recognition of license
State (Ntl Agreement)	Kansas / Missouri	<a href="#">Nurse Licensure Compact</a>	Nurse reciprocal recognition of license

## **COUNCIL ACTION FORM**

Meeting Date: February 9, 2023

Staff Contact: Curtis W. Mansell, Chief of Police

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**Agenda Item:** Consider Quote Acceptance for Motorola Solutions M500 In-Car System with V300 Body Worn Camera and Command Central Evidence with Five (5) Years Video-as-a-Service

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

The City's current body cameras (Pro-Vision BodyCam Model BC-100) were purchased in 2015. This model has since been discontinued and there is no longer support for repairs or maintenance and the City has begun experiencing equipment failures. The City's current in-car cameras (from WatchGuard Technologies) were purchased in 2014. Again, this model will no longer be supported for repairs or maintenance as Watchguard has moved to more modern models and technology. Currently the video management (storage, filing, and deletion) of both body and in-car cameras is a manual process.

This obsolescence and equipment run to failure was anticipated and was added into the Equipment Replacement Plan in the 2022 budget<sup>1</sup>.

### **Staff Comments/Recommendation**

Over the past several years (since at least 2019) Police Department staff has investigated a replacement plan for this equipment. Following such research, staff proposes contracting with WatchGuard for a new integrated vehicle and body camera system. This system includes automated download and a library system for storage, along with automated deletion capabilities and for video to be electronically categorized and logged by case/event. Video can also be attached to reports for submission electronically to the prosecutor's office allowing for full discovery. Also (and of critical importance), this system is compatible with our current records management system: NICHE.

The proposed contract allows for:

- Four (4) in-car systems (Motorola Solutions M500) with all hardware and mounting needed;
- Eight (8) body-worn cameras (Motorola V300) with chest mounting clips;
- New user training;
- Subscription and cloud evidence storage service; and
- Five (5)- year no-fault warranty which includes body camera replacement at year three.

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<sup>1</sup> Although the FY 2022 budget was the first to identify this expenditure by name, it was anticipated in 2019 or possibly earlier. It was not named in prior years due to a change in budgeting philosophy introduced in the FY 2022 budget and, in prior years, was anticipated to be funded from the \$20,000 budgeted every year in the Equipment Reserve Fund/Equipment Replacement Plan under the constant category of Public Safety Computer/IT Upgrades and Equipment.

Staff notes that even though there is a total cost listed in the quote of \$77,800, that the individual annual expenditures are within staff authority to approve, including the upfront cost, which is within the Equipment Reserve Fund budget approved for FY 2022. The City Attorney also notes that Section 6.3 of the [Mobile Video Addendum](#) does not commit City funds for future subscription years. However, because this agreement does create an expectation of staff that the Governing Body will approve general operating budgets for the Police Department for future years which include this subscription fee and which will cause an ongoing increase in that departmental budget, staff is taking this opportunity to bring this item to Council for consideration.

### **Budget Impact**

The contract cost is comprised of an initial payment of \$18,712.00 for upfront costs for hardware, accessories, and implementation with four subsequent annual subscription fee payments of \$14,772.00 each (2024 – 2027).<sup>2</sup>

The initial payment of \$18,712.00 for upfront costs for hardware, accessories, and implementation is to be paid with FY 2022 encumbered funds budgeted in the Equipment Reserve Fund, and subsequent annual subscription fee payments will be budgeted from the General Fund as operating expenses beginning in FY 2024.

### *Suggested Motion*

*I move to accept the quote for Motorola Solutions M500 In-Car System with V300 Body Worn Camera and Command Central Evidence with Five (5) Years Video-as-a-Service with upfront costs for hardware, accessories and implementation plus subscription fee of \$18,712 to be paid out as a 2022 encumbrance of the Equipment Reserve Fund and for Year 2 through 5 to be paid out in future budgets beginning in 2024 and to authorize the City Administrator to sign the associated contract and Notice to Proceed.*

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<sup>2</sup> As discussed during the FY 2023 budget work sessions, the amount budgeted in the 2022 Equipment Replacement Plan was \$32,500 and was based upon a pricing model that is no longer available now that WatchGuard has moved to subscription-based pricing.



## WESTWOOD POLICE DEPARTMENT

M500 x4\_V300 x8\_VaaS

12/02/2022



Billing Address:  
WESTWOOD POLICE  
DEPARTMENT  
4700 RAINBOW BLVD  
WESTWOOD, KS 66205  
US

Shipping Address:  
WESTWOOD POLICE  
DEPARTMENT  
4700 RAINBOW BLVD  
WESTWOOD, KS 66205  
US

Quote Date:12/02/2022  
Expiration Date:03/01/2023  
Quote Created By:  
Kenneth James  
Kenny.James@  
motorolasolutions.com

End Customer:  
WESTWOOD POLICE DEPARTMENT  
Curt Mansell  
cmansell@westwoodkspd.org  
913-942-2111

Payment Terms:30 NET

## Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$205 PER MON)	4	5 YEAR	\$12,300.00	\$49,200.00	
2	SSV00S03161A	ADDITIONAL USER COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	5	5 YEAR	\$2,340.00	\$11,700.00	
3	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,CO NFIG	1		\$3,500.00	\$3,500.00	
4	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
5	SSV00S01450B	LEARNER LXP SUBSCRIPTION	13	5 YEAR	Included	Included	



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
6	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	4	5 YEAR	Included	Included	
7	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS	4	5 YEAR	Included	Included	
8	SSV00S03096A	COMMANDCENTRAL EVIDENCE UNLIMITED IN CAR STORAGE VAAS	4	5 YEAR	Included	Included	
9	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	4		Included	Included	3 YEAR
10	WGW00300-003	V300 NO FAULT WARRANTY	4	5 YEAR	Included	Included	
11	WGB-0138AAS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	1		Included	Included	
12	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	4		Included	Included	
13	WGW00502	M500 EXTENDED WARRANTY	4	5 YEAR	Included	Included	
14	WGP02614	V300, BATT, 3.8V, 4180MAH	3		\$80.00	\$240.00	
15	WGB-0150A	MIKROTIK CONF WIFI KIT SECTOR AP	1		\$200.00	\$200.00	
16	WGA00428-103	CONFIGWIRLESKIT MTIK802.11AC,POE,5GHZ ANT	4		Included	Included	
17	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	4		Included	Included	
18	WGB-0176AAS	VIDEO EQUIPMENT,V300 WIFI BASE FOR M5 VAAS (\$5 PER MON)	4		Included	Included	
19	AAS-BWC-WIF-DOC	V300 WIFI CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON)	4	5 YEAR	\$300.00	\$1,200.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
20	WGP02225-230-KIT2	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	4		Included	Included	
Video as a Service							
21	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A- SERVICE (\$49 PER MON)	4	5 YEAR	\$2,940.00	\$11,760.00	
22	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	4	5 YEAR	Included	Included	
23	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS	4	5 YEAR	Included	Included	
24	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	4		Included	Included	3 YEAR
25	WGW00300-003	V300 NO FAULT WARRANTY	4	5 YEAR	Included	Included	

**Grand Total** **\$77,800.00(USD)**

## Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$18,712.00	\$0.00
Year 2 Subscription Fee	\$14,772.00	\$0.00
Year 3 Subscription Fee	\$14,772.00	\$0.00
Year 4 Subscription Fee	\$14,772.00	\$0.00
Year 5 Subscription Fee	\$14,772.00	\$0.00
<b>Grand Total System Price</b>	<b>\$77,800.00</b>	<b>\$0.00</b>



## Online Terms Acknowledgement

This Online Terms Acknowledgement (this “**Acknowledgement**”) is entered into between Watchguard, Inc., with offices at 415 E. Exchange Pkwy, Allen, TX 75002 (“**Watchguard**”) and the entity set forth in the signature block below (“**Customer**”). Watchguard and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

**1. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the Master Customer Agreement (“**MCA**”) and applicable Addenda available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), including, without limitation, the Mobile Video Addendum, govern each Ordering Document (as defined in the MSA) between the Parties, including all statements of work, schedules, order forms, and other ordering documents, and further agree that the terms of the MCA and Addenda are incorporated therein and form part of the Parties’ Agreement (as defined in the MCA). For purposes herein, the respective rights and obligations assigned to Motorola Solutions, Inc. within the online terms shall apply to Watchguard, and the respective rights and obligations assigned to ‘Customer’ within the online terms shall apply to Customer signing below. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and to the terms of the MCA and Addenda posted at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement, the MCA and the Addenda.

**2. Entire Agreement.** This Acknowledgement supplements the terms of the MCA and applicable Addenda and forms a part of the Parties’ Agreement. This Acknowledgement, the MCA and applicable Addenda available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), and any all Ordering Documents between the Parties constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**3. Disputes; Governing Law.** Sections 12 – Disputes of the MCA is hereby incorporated into this Acknowledgement *mutatis mutandis*.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

**Watchguard: Watchguard, Inc.**

**Customer:**

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

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

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

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

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

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

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

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

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

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

Motorola Solutions, Inc.  
Blake Galloway  
Date \_\_\_\_\_

**Re:** Quote Number

**Agency:** Agency Name

**Total Cost:** \$XXXX

**Contract Reference:** Quote Name

Please be advised that the Agency Name will purchase the goods and/or services offered in your Quote Number dated Date. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to \_\_\_\_\_, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'Quote Number' and be sent to:

Agency Name

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Agency Name

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

Signature: \_\_\_\_\_

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

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

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