



# CITY OF WESTWOOD, KANSAS

## CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, March 09, 2023 at 7:00 PM

### AGENDA

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Welcome to your Westwood City Council meeting. 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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*[Note: This agenda is subject to changes, additions, or deletions at the discretion of the Governing Body]*

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#### CITY COUNCIL WORK SESSION AGENDA

##### REGULAR MEETING AGENDA

#### 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. Kansas Gas Service Informational Presentation (Margaret Steele, Community Relations Manager; Sam Loganbill, Engineering Manager; Jeff Salter, Operations Manager)

B. Mayoral Proclamation of March as Youth Art Month in Westwood

#### V. CONSENT AGENDA

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

A. Consider Appropriations Ordinance No. 748

B. Consider February 9, 2023 City Council Meeting Minutes

## **VI. MAYOR'S REPORT**

## **VII. CITY COUNCILMEMBER REPORTS**

## **VIII. STAFF REPORTS**

[A.](#) Administrative Report (City Administrator Leslie Herring)

[B.](#) February 2023 Public Works Department Report

[C.](#) March 2023 Public Works Department Report

[D.](#) Police/Court Report (Police Chief Curt Mansell)

[E.](#) City Treasurer Report (City Treasurer Michelle Ryan)

## **IX. OLD BUSINESS**

## **X. NEW BUSINESS**

[A.](#) Receive Presentation from Karbank Holdings, LLC of Proposal for Redevelopment of 5000 Rainbow Blvd., 5050 Rainbow Blvd., and 2511 W. 50th St.

[B.](#) Consider Entering into Funding and Exclusive Rights Agreement with Karbank Holdings, LLC to Explore Proposal (*Agreement establishes no obligation of the Governing Body to Approve Request(s)*)

[C.](#) Consider Renewal of EMC Insurance Commercial Policy for April 1, 2023 – March 31, 2024 Term

[D.](#) Consider Agreement with Johnson County, KS for Stormwater Best Management Practices (BMP) Cost-Share Program for April 1, 2023 – March 31, 2024 Period

[E.](#) Consider Renewing Johnson County Mental Health Co-Responder Cooperative Memorandum of Understanding

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

## **XII. EXECUTIVE SESSION**

## **XIII. ADJOURNMENT**

### **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 April 13, 2023, 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](#)



# Kansas Gas Service®

*A Division of ONE Gas*

## City of Westwood

March 9, 2023

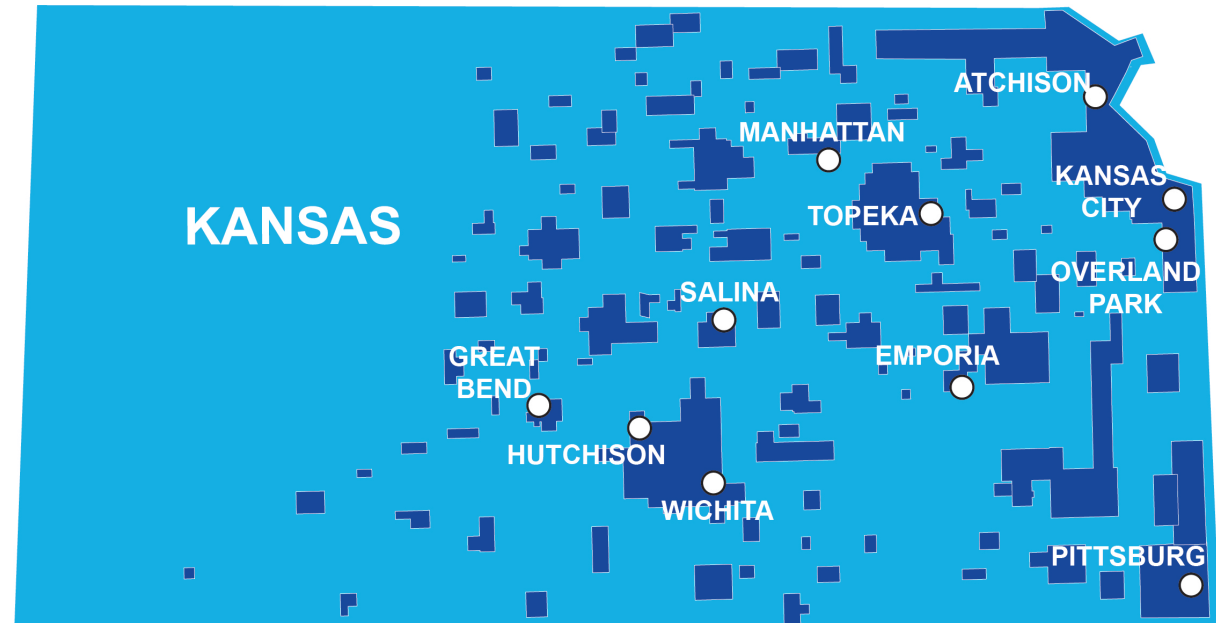
Item A. Section IV, Item

Kansas  
Gas Service.  
A Division of ONE Gas

# About Kansas Gas Service

Item A, Section IV, Item

- Kansas Gas Service, a division of ONE Gas, Inc., delivers safe, reliable, environmentally friendly natural gas to more than **647,000 customers** in **360 communities** in Kansas
- **Largest** natural gas distributor in Kansas
- More than **13,000 miles** of pipeline in Kansas
- Total workforce of about **1,000 employees**



# ONE Gas Service Areas

Item A, Section IV, Item

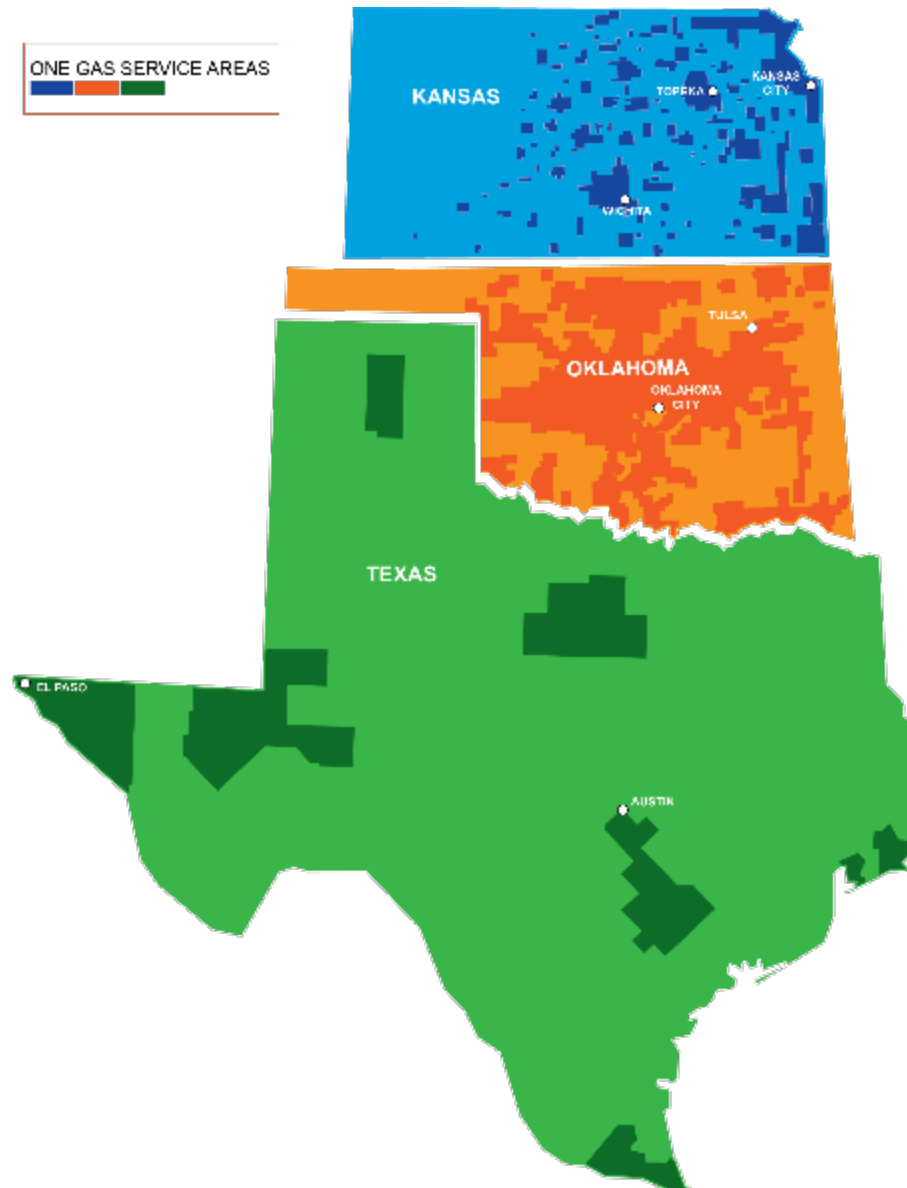
**100%** Regulated Natural Gas Utility

**2.3 million** customers in  
Kansas, Oklahoma and Texas

**3,650** employees

**44,000** miles of distribution mains  
and transmission pipelines

One of the **largest** publicly traded  
natural gas distribution companies



**Kansas  
Gas Service**

72% market share, the  
largest in Kansas.



**Oklahoma  
Natural Gas**

88% market share, the  
largest in Oklahoma.



**Texas  
Gas Service**

13% market share, the  
third largest in Texas.



# Safe Digging and 811

Item A. Section IV, Item

- Call 811 before starting any excavation job to notify appropriate utilities of your intent to dig – whether it's for planting or removing a tree or installing a fence or mailbox. Not only is it the law, but it can also keep you and your loved ones safe and avoid outages.
  - o Whether you call 811 or submit your request online, you will need to know:
    - The address of where you plan to dig
    - The type of project you're completing
    - The exact area on the property where you're planning to dig
- April is National Safe Digging Month, a time to promote and celebrate the national Call Before You Dig number.



**Big or Small,  
make the call.**

**Kansas 811**  
Know what's below.  
Call 811 before you dig.

**Safe digging starts  
with one quick call to 811.**  
From small projects to major construction, stay safe by having underground utility lines marked. It's free, easy and helps avoid injuries, repair costs and inconvenient outages.

**Kansas Gas Service**  
A Division of ONE Gas

f o t in

Learn more at [BeADigHeroKansas.com](http://BeADigHeroKansas.com)

# Smell Gas? Act Fast!

Item A, Section IV, Item

## Look, Listen, Smell:

- **LOOK.** If you're near a natural gas pipeline and you see unexplained dry or dead patches of vegetation, dirt or debris blowing upwards, or continuous bubbling in standing water, this could be a sign of a natural gas leak.
- **LISTEN.** Do you hear a hissing or roaring sound? It could be an indication of a leak.
- **SMELL.** An additive called mercaptan is used to give natural gas its distinct sulfur- or rotten-egg-like odor. This pungent smell is a warning sign of a possible leak.
- If you suspect a natural gas leak, **leave the area immediately** and avoid doing anything that could create a spark.
  - Call 911.
  - Call your provider: Kansas Gas Service at 888-482-4950
  - Warn others to stay away.



# We're Proud to Partner with the Community

Item A. Section IV, Item

The ONE Gas Foundation &  
**2,437 employees** gave a total of



**\$1,623,064**

*United Way  
Campaigns*





# Recent Investment in Kansas



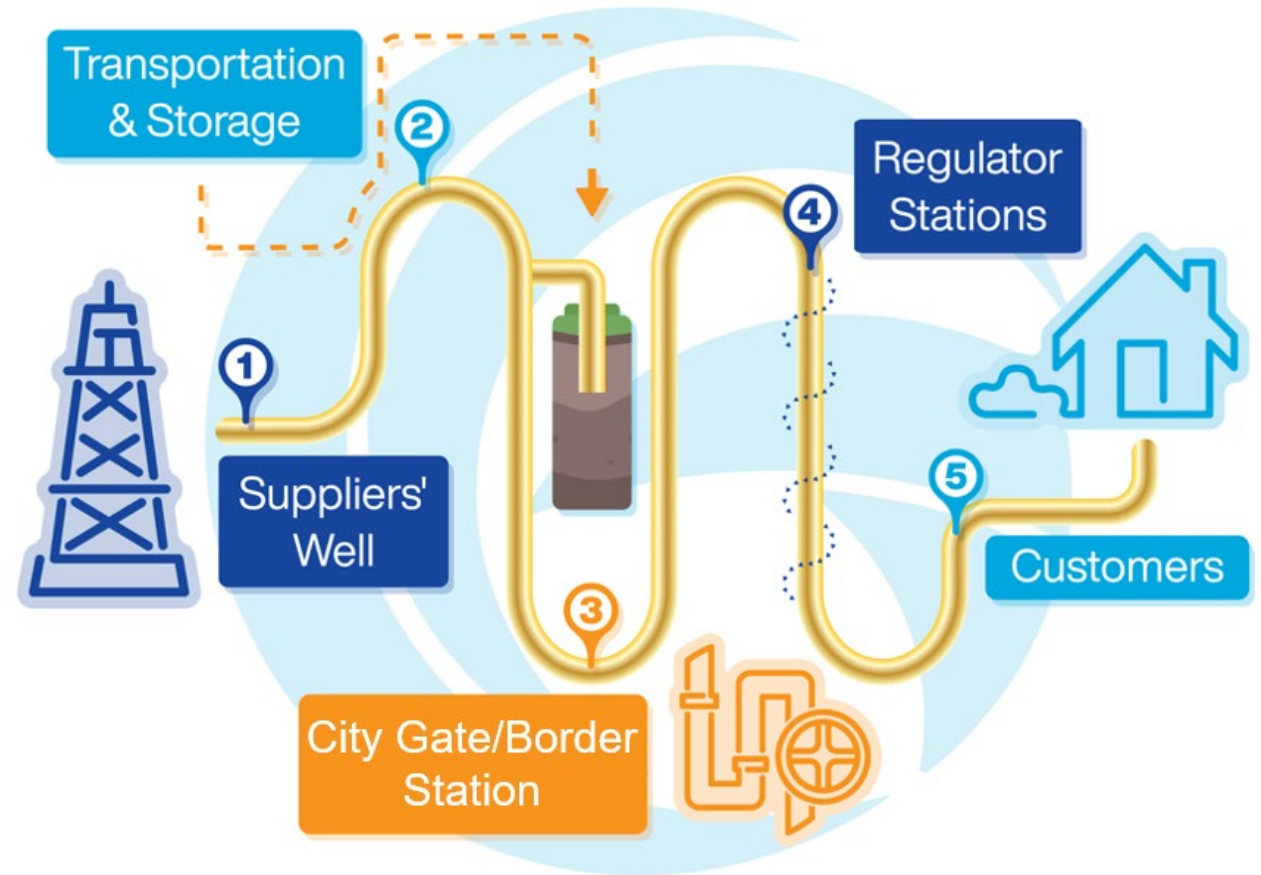
[esg.onegas.com](https://esg.onegas.com)

# Where does the gas come from?

Item A, Section IV, Item



- Kansas Gas Service system is made up of different sizes and materials of pipe as well as different pressure systems.
- We have regulation throughout this system cutting the pressure down and allowing us to operate different segments at different pressures.
- Our supplier also has piping in this area, this is where we get our gas.





# Town Border Station

Item A. Section IV, Item

- Town Border Stations (City Gates) are where we receive gas into our system from a “Transmission Pipeline”.
- We have multiple sites like this throughout the metro area and throughout the state.
- The gas is metered and the pressure regulated at this site.



# Recent System Upgrades

## 47<sup>th</sup> & Mission and 47<sup>th</sup> Ter & Rainbow Blvd

- 47<sup>th</sup> & Mission – Upgrading and Relocating Natural Gas Pipeline due to Westwood/KCK Street Improvement Project.



- 47<sup>th</sup> Ter & Rainbow Blvd – Upgrading and Relocating Natural Gas Pipeline due to Westwood Street Improvement Project.



# Contact

Item A. Section IV, Item

**Sam Loganbill**

**Manager** - Engineering

(913) 344-8870

Sam.Loganbill@onegas.com



**Jeff Salter**

**Manager** - Operations

(913) 599-8975

Jeff.Salter@onegas.com





# City of Westwood, Kansas Proclamation

**WHEREAS**, art education contributes powerful educational benefits to all elementary and secondary students including the following:

- Art education develops students' creative problem-solving and critical thinking abilities;
- Art education teaches sensitivity to beauty, order, and other expressive qualities;
- Art education gives students a deeper understanding of multi-cultural values and beliefs;
- Art education reinforces and brings to life what students learn in other subjects;
- Art education interrelates student learning in art production, art history, art criticism, and aesthetics, and

**WHEREAS**, our national leaders have acknowledged the necessity of including arts experiences in all students' education,

**WHEREAS**, support should be given to art teachers as they attempt to strengthen art education in their schools and communities.

**NOW, THEREFORE, BE IT RESOLVED**, I, David E. Waters, Mayor of the City of Westwood, Kansas, do hereby proclaim the month of March 2023 Youth Art Month in the City of Westwood, Kansas and I urge all citizens to take interest in and give full support to quality school art programs for children and youth.

**PROCLAIMED BY THE MAYOR OF WESTWOOD, KANSAS  
THIS 9TH DAY OF MARCH, 2023.**

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David E. Waters  
Mayor

**ATTEST:**

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Abby Schneweis  
City Clerk

City of Westwood, Kansas  
Appropriation Ordinance No. 748

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF FEBRUARY 1, 2023 - FEBRUARY 28, 2023 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 2/28/2023	Capital Improvements Month Ending 2/28/2023	Equipment Reserve Month Ending 2/28/2023	Stormwater Month Ending 2/28/2023	Special Highway Month Ending 2/28/2023	Woodside TIF/CID Month Ending 2/28/2023	Debt Service Month Ending 2/28/2023	Total All Funds Month Ending 2/28/2023
<b>Expenditures</b>								
Salary & Benefits	150,967.11	0.00	0.00	0.00	0.00	0.00	0.00	150,967.11
Employee Expenses	3,114.14	0.00	0.00	0.00	0.00	0.00	0.00	3,114.14
Professional Fees	45,652.10	0.00	0.00	0.00	0.00	0.00	0.00	45,652.10
General Operating Expenses	10,837.14	0.00	0.00	0.00	0.00	0.00	0.00	10,837.14
Utilities	19,865.04	0.00	0.00	0.00	0.00	0.00	0.00	19,865.04
Equipment and Maintenance	4,869.84	0.00	0.00	54.99	0.00	0.00	0.00	4,924.83
Street and Stormwater	0.00	1,245.00	0.00	2,500.00	0.00	0.00	0.00	3,745.00
Park and Events	1,123.22	0.00	0.00	0.00	0.00	0.00	0.00	1,123.22
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>236,428.59</b>	<b>1,245.00</b>	<b>0.00</b>	<b>2,554.99</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>240,228.58</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 March, 2023.

\_\_\_\_\_  
MAYOR

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

**City of Westwood, Kansas  
City Council Work Session  
4700 Rainbow Boulevard  
February 9, 2023 – 6:00 PM**

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

Council Absent: None

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

**Call to Order**

Mayor Waters called the meeting to order at 6:00 p.m. on February 9, 2023. Mrs. Herring called roll, a quorum was present. The meeting was held in a hybrid manner with attendees being able to join in person and virtually via Zoom.

**Topics of Current Interest for Possible Exploration in 2023**

Mayor Waters conducted a discussion among the Governing Body of possible issues to address in 2023.

Councilmember Harris said he was approached by a resident about the noise ordinance. The resident asked if the City would consider adjusting the quiet hours enumerated in the noise ordinance on specific holidays such as Thanksgiving and other federal holidays. Councilmember Harris suggested this be discussed during the next revision of the City Code. Mrs. Herring shared the provisions of the current noise ordinance, and said City staff is working on drafting a City Code recodification, and this issue could be addressed in the draft, if the Governing Body desired. Mrs. Herring said she believed the recodification process will take about a year to complete.

Councilmember Harris shared information about a racial equity initiative. A pilot program was conducted by United Community Services along with other community partners, and now United Community Services is canvassing for additional community partners to join the next phase of the initiative and Westwood was approached to participate. Councilmember Harris said he will share the materials he received from United Community Services about the initiative with the Governing Body.

Councilmember Steele said she has been approached by residents about sharing speed counts with the public as the data is collected by the City. A discussion ensued about how the data is gathered, and how the information could be shared.

Councilmember Wimer noted with the recent snowy weather she would like to explore options for enforcing snow removal on City sidewalks or organizing volunteers to remove snow where needed throughout the City. Councilmember Buckman suggested including messaging about clearing sidewalks

in The Buzz when other messages about snow removal are being distributed. Councilmember Wimer and Buckman said they would work together to create a plan for a volunteer snow removal program.

**Adjournment to Regular Meeting**

The Work Session adjourned at 6:55 p.m. to prepare for the regular City Council meeting.

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

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



**City of Westwood, Kansas  
City Council Meeting  
February 9, 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

**Call to Order**

Mayor Waters called the meeting to order at 7:00 p.m. on February 9, 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**

Mayor Waters noted agenda item X. D. will be removed from the evening's meeting agenda. Motion by Harris to approve the February 9, 2023 City Council meeting agenda with the noted change. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

**Public Comment**

No comments were made by the public.

**Presentations and Proclamations**

Tim Wholf, Director of Johnson County Department of Aging and Human Services, provided a presentation on the Department's mission and services.

**Consent Agenda**

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

- A. Consider January 12, 2023, City Council Work Session & Meeting Minutes
- B. Consider Appropriations Ordinance 747

Motion by Councilmember Hannaman to approve the Consent Agenda as submitted. Second by Councilmember Harris. The City Clerk 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 said that the March 9<sup>th</sup> City council meeting will likely be important. Following the City's planning processes, Mayor Waters said he has had preliminary discussions with the Shawnee Mission School District (SMSD) and another local group that would provide a pathway for the City to acquire the old Westwood View School site and develop it into green space and utilize the frontage on Rainbow Boulevard for development. Mayor Waters said he anticipates this proposal will be ready for an introduction at the March 9<sup>th</sup> City Council meeting. Mayor Waters said he did not anticipate any votes to approve any plans at the meeting.

**Councilmember Reports**

Councilmember Harris noted the Communities for All Ages Task Force have completed two of the five meetings.

**Staff Reports****Administrative Report**

Mrs. Herring provided an overview of the January 2023 Administrative Report included in the agenda packet and offered to answer questions.

**Public Works Report**

Mr. Sullivan provided an overview of the January and February 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 January 2023 Public Safety Report included in the agenda packet and offered to answer questions.

**Treasurer's Report**

The January 2023 Treasurer's Report was included in the agenda packet, no questions or comments were made about the report.

**City Attorney's Report**

Mr. Denk had nothing to report.

**Old Business**

No Old Business items were considered.

**New Business****Appointment of Abby Schneweis as Westwood City Clerk**

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).

Mrs. Herring created a new job description for City Clerk to best suit the organization, which is included in the meeting packet, and recommended Abby Schneweis for appointment to it.

Mrs. Herring shared the job description as well as the amount budgeted for this position in 2023 with Abby and announced 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.

Motion by Councilmember Harris to ratify 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. Mrs. Herring performed a roll call vote. Motion carried 5-0.

Mayor Waters administered the Oath of Office to Abby Schneweis.

### **Consider Reappointments to the Westwood Planning Commission**

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. 49th Ter.	November 2020
David Kelman	3001 W. 50th Ter.	July 2021
Sarah Page	2909 W. 51st St.	May 2017

All three Commissioners are seeking renewal of their terms.

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 with their terms to expire on February 28, 2026.

Motion by Councilmember Hannaman to confirm the appointment of Samantha Kaiser, David Kelman, and Sarah Page to the Westwood Planning Commission. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Affirmations of Office for Planning Commissioners Page, Kelman and Kaiser will be administered during the next regular Planning Commission meeting.

### **Consider Resolution 116-2023 Approving Participation in the Regional Resources Sharing Agreement**

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.

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.

Jason White with the Mid-America Regional Council offered to answer any questions. No questions or comments were made by the Governing Body.

Motion by Councilmember Wimer to adopt Resolution No. 116-2023 approving Westwood's participation in the Regional Resource Sharing Agreement. Second by Councilmember Buckman. 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 Steele. Motion carried by a 5-0 voice vote. The meeting adjourned at 8:08 p.m.

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

ATTEST: \_\_\_\_\_  
Abby Schneweis, City Clerk





## City Administrator's Report

March 2023

To: Mayor and City Council  
From: Leslie Herring, City Administrator  
Date: March 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*
  - The proposal being presented at tonight's meeting is an opportunity for the community and City Council to consider moving forward with long-range land use planning in Westwood, with consideration given to past and recent City-led community planning activities.
- *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 were conducted by the Study Advisory Committee, which is comprised of the various stakeholders identified in the RFP and in last month's Report and an offer has been extended by MARC to the top-performing firm, which such offer negotiation and approval being led by MARC over the course of March.

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*

- The website redesign by CivicPlus went live on March 1<sup>st</sup> and staff is working to update and fix broken links and outdated information that was migrated over.

✓ *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: None

*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, FEBRUARY 2023**  
**DATE: MARCH 3, 2023**

Some of the activities for Public Works in February include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the city at various meetings to include:
  - ULCC Meeting – 1 hr. – Virtual
  - PSP Meeting – 1.5 hr. – Virtual
  - CAFFA Task Force Meeting – 1.5 hrs. – In Person
  - APWA 5600 Manual Update Meeting – 1.5 hrs. – In Person
  - STP Meeting – 1.5 hrs. - Virtual
  - Emergency Management Damage Assessment Software Training – 3 hrs. – In Person
  - Turkey & Brush Creeks 2D Modeling Meeting - .5 hrs. – Virtual
  - W. 47<sup>th</sup> Street Pre-Construction Conference – 1.5 hrs. - Virtual
  - PSP Committee Meeting – 3.5 hrs. – In Person
  - CFAA Task Force Meeting – 3 hrs. – In Person
  - 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. We repaired Streetlights as needed.
17. We patched potholes.
18. We swept streets.
19. We cleaned catch basin fronts.
20. Performed routine maintenance on equipment.
21. Pre-treated streets with de-icing material.
22. We plowed snow on one occasion.
23. Nick repaired the window flashing on the window in the Chiefs office.
24. We repaired a storm basin and outlet pipe at W. 48<sup>th</sup> Terrace and Booth. This is a temporary repair at this time.
25. We installed pedestrian crossing signs at W. 49<sup>th</sup> Terrace and Belinder Avenue.
26. Richard removed the ice dams on the roof of City Hall.
27. Nick repaired the entrance door to the Police Department.
28. Mitch, Richard and Nick attended a trench safety class at Lenexa.
29. We pressured washed stone walls along Belinder in preparation for performing some repairs and maintenance work.

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

**Westwood Public  
Works**

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: March 3, 2023  
Re: Monthly Status Report

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- W. 47<sup>th</sup> Street Project: Pre-construction meeting was on February 20, 2023 and was a virtual meeting. The project began on February 27, 2023.
- Westwood View School Project: I have supplied Leslie with my comments on the traffic study and we have installed some additional signage and spent two days on site at start and dismissal times to review the effectiveness of the additional signage. I am of the opinion that this has had a positive impact on the crosswalk.
- 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: Both reports have been submitted on time 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					
Feb-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			2		-2
RESIDENTIAL		1		0.50	1
VEHICLE	2	4	3	2.00	1
MOTOR VEH THEFT	2	3	1	1.50	2
LARCENY / THEFT	3	6	3	3.00	3
ASSAULT / BATTERY					No Change
<b>ARRESTS</b>					
FELONY	1	3		1.50	3
MISDEMEANOR					No Change
TRAFFIC					No Change
DRUG	2	2	1	1.00	1
DUI	1	1		0.50	1
WARRANTS	6	12	7	6.00	5
CONFINED					No Change
<b>SUMMONS</b>					
HAZARD	9	16	25	8.00	-9
NON-HAZARD	47	84	102	42.00	-18
DUI	1	1		0.50	1
ORD. VIOLATION	7	8		4.00	8
PARKING			New Data		#VALUE!
<b>ACCIDENTS</b>					
NON-INJURY		1	4	0.50	-3
INJURY		1	3	0.50	-2
PRIVATE PROPERTY	1	2	2	1.00	No Change
<b>CALLS</b>					
ADMIN.DUTIES-PD	69	136	123	68.00	13
ADMIN.DUTIES - CITY			83		-83
ALARM	6	18	6	9.00	12
ANIMAL	1	3	3	1.50	No Change
ASSIST - POLICE	18	32	27	16.00	5
ASSIST - PUB MOTOR	18	40	10	20.00	30
BLD. CHECK-SHAKE	1	1		0.50	1
BLD. CHECK-PATROL	1220	2660	1245	1330.00	1415
BUSINESS CHECK	326	682	11	341.00	671
CHECK LIGHTS			New data		#VALUE!
CIVIL MATTER			2		-2
CRIMINAL DAMAGE	1	3	1	1.50	2
CRIMINAL THREAT		1		0.50	1
DISTURBANCE	1	7		3.50	7
DISORDERLY CONDUCT			New Data		#VALUE!
DOMESTIC VIOLENCE					No Change
FIELD INTERVIEW			3		-3
FIRE	1	7	12	3.50	-5
FOLLOW UP	17	29	3	14.50	26
INFO / INVESTIGATION	4	5		2.50	5

WESTWOOD					
Feb-23					
ACTIVITIES / OFFENSE	THIS MONTH	23-YTD	22-YTD	23-Avg	CHANGE
INVOLUNTARY COMMITMENT			2		-2
JUVENILE		1	25	0.5	-24
MEDICAL		35	New Data	17.5	#VALUE!
MENTAL HEALTH		1	New Data	0.5	#VALUE!
MISSING PERSON			1		-1
NATURE UNKNOWN					No Change
NOISE COMPLAINT	6		1		-1
OPEN DOOR		6		3	6
ORD VIOLATION WARNING			New Data		#VALUE!
PROWLER	1				No Change
PED CHECK	5	1	12	0.5	-11
PUBLIC SERVICE	1	31		15.5	31
RECOVERED PROPERTY	60	3		1.5	3
RESIDENCE CHECK		127	New Data	63.5	#VALUE!
RUNAWAY		1		0.5	1
SUICIDE					No Change
SUICIDE ATTEMPT	1		11		-11
SUSPICIOUS SUBJECT	3	6	1	3	5
SUS VEHICLE OCC	8	3	2	1.5	1
SUS VEHICLE UNOCC		12		6	12
TELE HARRASSMENT					No Change
TELE THREAT	2		10		-10
TRAFFIC COMPLAINT		3	New Data	1.5	#VALUE!
TRESPASS	3		New Data		#VALUE!
UNKNOWN 911	1	4		2	4
UNATTENDED DEATH	1	1	New Data	0.5	#VALUE!
WELL BEING CHECK		3	New Data	1.5	#VALUE!

TOTAL CALLS			
Total Activity	1783	Last Year - YTD Activity	1612
Year to Date Activity	3880	Difference in Activity	2268
Total Monthly Summons	64		
Hazardous Summons Percentage	14%		

**WESTWOOD  
INCIDENT SUMMARY**

Item D. Section VIII, Item

**BURGLARY TO AUTO**

**CASE NO:** 20230060      **LOCATION:** 2000 W 47th Pl  
**DATE :** 02/22/2023  
**ACTIVITY:** Unknown suspect(s) broke out the drivers side window to gain access to the vehicle but no loss was reported.

**CASE NO:** 20230061      **LOCATION:** 2001 W 47th Pl  
**DATE :** 02/22/2023  
**ACTIVITY:** Unknown suspect(s) broke out the passenger window and took a bag from the front seat that contained a laptop and a purse.

**MOTOR VEHICLE THEFT**

**CASE NO:** 20230054      **LOCATION:** 2718 W 49 St  
**DATE :** 02/18/2023  
**ACTIVITY:** Unknown suspect(s) stole the victim's cargo trailer and all its contents.

**CASE NO:** 20230070      **LOCATION:** 2650 Shawnee Msn Pkwy  
**DATE :** 02/27/2023  
**ACTIVITY:** Unknown suspect(s) broke out small sliding window and took the vehicle without permission.

**LARCENY / THEFT**

**CASE NO:** 20230040      **LOCATION:** 4701 Mission Rd  
**DATE :** 02/07/2023  
**ACTIVITY:** Suspect removed items from the store without paying for them.

**CASE NO:** 20230050      **LOCATION:** 4720 Rainbow Blvd Ste 100  
**DATE :** 02/14/2023  
**ACTIVITY:** Unknown suspect removed the catalytic converter from the vehicle.

**CASE NO:** 20230059      **LOCATION:** 4701 Mission I  
**DATE :** 02/21/2023  
**ACTIVITY:** Suspect took money from the cash drawer while working.

WESTWOOD  
COURT SUMMARY  
FEBRUARY, 2023

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
February 03, 2023	18	01	\$2,386.00	18	00
February 17, 2023	18	16	\$3,210.00	00	19
<b>TOTALS</b>					
February 2023	36	17	\$ 5,596.00	18	19
February 2022	27	09	\$ 5,739.50	08	24
<b>TOTAL (\$5,596.00) less</b>					
* Kansas DL fees:					\$ 81.00
* Judges Training Fund:					\$ 6.00
* LET Training Fund:					\$152.50
* Seat Belt Fund:					\$20.00
<b>February 2023 TOTAL:</b>					<b>\$ 5,336.50</b>

Y.T.D. TOTALS 2023		Y.T.D. TOTALS 2022	
ARRAIGNMENTS:	100	ARRAIGNMENTS:	79
TRIALS	30	TRIALS:	14
LETTERS:	32	LETTERS:	31
WARRANTS:	48	WARRANTS:	39
FINES:	\$11,459.00	FINES:	\$10,765.50
KS DL FEES:	\$284.00	KS DL FEES:	\$447.00
JUDGES FUND:	\$27.00	JUDGES FUND:	\$20.50
L.E.T.FUND:	\$625.00	L.E.T FUND:	\$470.00
COMM CORRECT FUND:	\$0.00	COMM CORRECT FUND:	\$0.00
SEAT BELT FUND:	\$20.00	SEAT BELT FUND:	\$20.00

**City of Westwood  
Treasurer's Report  
2/28/23**

*Item E. Section VIII, Item*

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through February of \$2,894,561. Encumbrances for 2022 totaling \$56,351 have been recorded as of year-end, all have been paid in 2023. Additional encumbrances were identified and recorded through the end of February. 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 were \$248,188. Compared to the prior year of \$207,588 which is up by \$40K.
    - i. Taxes – overall up \$79K from prior year. Ad Valorem taxes are up \$57K from prior year. City and County sales tax revenue is up \$22K compared to prior year.
    - ii. Fees and Licenses – up by \$12K compared to prior February. Utility Franchise Fees up by \$13K and Occupational Licenses down by \$1K.
    - iii. Building Permits – Down by \$2K compared to the prior year.
    - iv. Intergovernmental Fees are up from prior year by \$28K 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 \$5K from prior.
  - b. Overall, February Expenditures totaled \$240,228. This is down by \$71K compared to prior year.
    - i. General Overhead total expenditures of \$66,442 for the month. Up from prior year by \$20K. Professional Fees has increased by \$13K, Computer Expenses are up \$3K, Park and Events up by \$3K.
    - ii. Administrative expenditures of \$51,178 for the month, up by \$39K over prior year to date. Overall increase in the Salary & Benefits line item by \$17K from prior year largely due to increases in KPERS and Health insurance costs.
    - iii. Public Works total expenditures of \$42,232 for the month, down by \$2K from the prior year.
    - iv. Police expenditures are \$80,619 this month, down from prior year by \$23K for the year. Increases in Salary and Benefits by \$17K and decrease in Equipment by \$34K.
  - c. Net Receipts Over (Under) Expenditures in the General Fund are down by \$16,907 for the month. Overall the income is up from the prior year by \$103K.
4. Other Funds – Current Month and Year to Date
  - a. CIP –Sales tax remains high at \$31K, above the monthly average of about \$28K.

I am available to answer any questions upon request.

Michelle Ryan  
City of Westwood Treasurer

## ACCOUNTANTS' COMPILATION REPORT

To the City Council  
**City of Westwood, Kansas**  
Westwood, Kansas

Management is responsible for the accompanying financial statements of **City of Westwood, Kansas** (a municipal entity), which comprises the statement of assets, liabilities and fund balance by fund – regulatory basis, statement of cash flow – regulatory basis, and statement of receipts and expenditures – regulatory basis as of and for the one month ended February 28, 2023, in accordance with the regulatory basis of accounting, and for determining that the regulatory basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The financial statements are prepared in accordance with the regulatory basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the regulatory basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the City's assets, liabilities, fund balance, receipts, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to **City of Westwood, Kansas**.



**ADAMSBROWN, LLC**  
Certified Public Accountants  
Overland Park, Kansas



**City of Westwood, Kansas**  
**Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis**  
As of February 28, 2023

	General Fund 02/28/2023	Capital Improvements Fund 02/28/2023	Equipment Reserve Fund 02/28/2023	Stormwater Fund 02/28/2023	Special Highway Fund 02/28/2023	Woodside TIF/CID Fund 02/28/2023	Debt Service Fund 02/28/2023	All Funds 02/28/2023
<b>Assets</b>								
Current Assets								
Cash In Bank	1,805,524.22	(157,347.46)	253,908.84	241,877.75	121,368.75	469,728.07	120,450.92	2,855,511.09
Cash In Bank - Bond Fund	37,074.04	0.00	0.00	0.00	0.00	0.00	0.00	37,074.04
Cash In Bank - Woodside Village Acct	9.38	0.00	0.00	0.00	0.00	0.00	0.00	9.38
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Undeposited Funds	1,627.00	0.00	0.00	0.00	0.00	0.00	0.00	1,627.00
Total Current Assets	1,844,573.64	(157,347.46)	253,908.84	241,877.75	121,368.75	469,728.07	120,450.92	2,894,560.51
<b>Total Assets</b>	<b>\$ 1,844,573.64</b>	<b>\$ (157,347.46)</b>	<b>\$ 253,908.84</b>	<b>\$ 241,877.75</b>	<b>\$ 121,368.75</b>	<b>\$ 469,728.07</b>	<b>\$ 120,450.92</b>	<b>\$ 2,894,560.51</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	37,049.99	0.00	0.00	0.00	0.00	0.00	0.00	37,049.99
Total Current Liabilities	37,059.18	0.00	0.00	0.00	0.00	0.00	0.00	37,059.18
Total Liabilities	37,059.18	0.00	0.00	0.00	0.00	0.00	0.00	37,059.18
Fund Balance								
Fund Balance	1,382,008.30	(313,412.09)	253,908.84	182,022.82	105,656.58	457,313.22	170,342.00	2,237,839.67
Fund Balance - Current Year	425,506.16	156,064.63	0.00	59,854.93	15,712.17	12,414.85	(49,891.08)	619,661.66
Total Fund Balance	1,807,514.46	(157,347.46)	253,908.84	241,877.75	121,368.75	469,728.07	120,450.92	2,857,501.33
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,844,573.64</b>	<b>\$ (157,347.46)</b>	<b>\$ 253,908.84</b>	<b>\$ 241,877.75</b>	<b>\$ 121,368.75</b>	<b>\$ 469,728.07</b>	<b>\$ 120,450.92</b>	<b>\$ 2,894,560.51</b>

See accountants' compilation report.





**City of Westwood, Kansas**  
**Statement of Cash Flow - Regulatory Basis**  
For the One Month Ended February 28, 2023

	General Fund Month Ending 02/28/2023	Capital Improvements Fund Month Ending 02/28/2023	Equipment Reserve Fund Month Ending 02/28/2023	Stormwater Fund Month Ending 02/28/2023	Special Highway Fund Month Ending 02/28/2023	Woodside TIF/CID Fund Month Ending 02/28/2023	Debt Service Fund Month Ending 02/28/2023	All Funds Month Ending 02/28/2023
<b>Unencumbered Cash, Beginning Period</b>	<b>1,894,997.92</b>	<b>(190,081.26)</b>	<b>253,908.84</b>	<b>244,432.74</b>	<b>121,368.75</b>	<b>440,444.05</b>	<b>120,450.92</b>	<b>2,885,521.96</b>
<b>Receipts</b>								
Taxes	104,951.95	33,978.80	0.00	0.00	0.00	0.00	0.00	138,930.75
Fees and Licenses	34,599.75	0.00	0.00	0.00	0.00	0.00	0.00	34,599.75
Building Permits	3,522.00	0.00	0.00	0.00	0.00	0.00	0.00	3,522.00
Intergovernmental	26,075.59	0.00	0.00	0.00	0.00	0.00	0.00	26,075.59
Restricted Use	0.00	0.00	0.00	0.00	0.00	29,284.02	0.00	29,284.02
Fines	6,677.00	0.00	0.00	0.00	0.00	0.00	0.00	6,677.00
Miscellaneous	9,098.84	0.00	0.00	0.00	0.00	0.00	0.00	9,098.84
<b>Total Receipts</b>	<b>184,925.13</b>	<b>33,978.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29,284.02</b>	<b>0.00</b>	<b>248,187.95</b>
<b>Expenditures</b>								
Salary & Benefits	150,967.11	0.00	0.00	0.00	0.00	0.00	0.00	150,967.11
Employee Expenses	3,114.14	0.00	0.00	0.00	0.00	0.00	0.00	3,114.14
Professional Fees	45,652.10	0.00	0.00	0.00	0.00	0.00	0.00	45,652.10
General Operating Expenses	10,837.14	0.00	0.00	0.00	0.00	0.00	0.00	10,837.14
Utilities	19,865.04	0.00	0.00	0.00	0.00	0.00	0.00	19,865.04
Equipment and Maintenance	4,869.84	0.00	0.00	54.99	0.00	0.00	0.00	4,924.83
Street and Stormwater	0.00	1,245.00	0.00	2,500.00	0.00	0.00	0.00	3,745.00
Park and Events	1,123.22	0.00	0.00	0.00	0.00	0.00	0.00	1,123.22
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>236,428.59</b>	<b>1,245.00</b>	<b>0.00</b>	<b>2,554.99</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>240,228.58</b>
<b>Adjustments</b>								
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	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00
<b>Total Adjustments</b>	<b>(1,079.18)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(1,079.18)</b>
<b>Ending Cash</b>	<b>\$ 1,844,573.64</b>	<b>\$ (157,347.46)</b>	<b>\$ 253,908.84</b>	<b>\$ 241,877.75</b>	<b>\$ 121,368.75</b>	<b>\$ 469,728.07</b>	<b>\$ 120,450.92</b>	<b>\$ 2,894,560.51</b>



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
 General Fund

For The Two Periods Ended February 28, 2023 and 2022

	Month Ending 02/28/2023 Actual	Year To Date 02/28/2023 Actual	Year To Date 02/28/2022 Prior Year	Year Ending 12/31/2023 Current Budget	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 104,951.95	\$ 705,772.75	\$ 632,283.20	\$ 2,113,906.00	(1,408,133.25)
Fees and Licenses	34,599.75	77,309.22	64,517.18	447,200.00	(369,890.78)
Building Permits	3,522.00	4,165.00	6,593.50	70,000.00	(65,835.00)
Intergovernmental	26,075.59	53,038.98	24,481.84	323,885.00	(270,846.02)
Fines	6,677.00	11,133.00	9,038.25	90,000.00	(78,867.00)
Miscellaneous	9,098.84	12,313.07	35,300.49	4,250.00	8,063.07
Total Receipts	184,925.13	863,732.02	772,214.46	3,049,241.00	(2,185,508.98)
<b>Expenditures</b>					
General Overhead					
Salary & Benefits	3,654.59	6,585.50	4,001.21	38,450.00	(31,864.50)
Employee Expenses	35.00	1,947.67	2,570.00	8,000.00	(6,052.33)
Professional Fees	39,641.94	51,636.39	37,693.02	240,250.00	(188,613.61)
General Operating Expenses	5,092.74	5,682.73	2,370.86	20,000.00	(14,317.27)
Utilities	17,995.03	31,957.69	33,197.02	252,850.00	(220,892.31)
Park and Events	23.22	4,093.22	1,771.43	14,750.00	(10,656.78)
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	66,442.52	101,903.20	81,603.54	753,130.00	(651,226.80)
Administrative					
Salary & Benefits	47,676.67	79,545.95	44,070.40	456,653.00	(377,107.05)
Employee Expenses	0.00	395.00	215.40	14,500.00	(14,105.00)
Professional Fees	3,479.04	4,154.04	0.00	48,000.00	(43,845.96)
General Operating Expenses	23.08	453.08	429.98	2,500.00	(2,046.92)
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
Total Administrative	51,178.79	84,548.07	44,715.78	526,653.00	(442,104.93)
Public Works					
Salary & Benefits	30,481.68	65,434.20	68,347.16	438,117.00	(372,682.80)
Employee Expenses	2,240.39	2,240.39	2,091.82	7,900.00	(5,659.61)
Professional Fees	0.00	0.00	0.00	17,000.00	(17,000.00)
General Operating Expenses	3,448.85	4,084.89	2,710.66	27,550.00	(23,465.11)
Utilities	1,437.90	2,409.82	1,962.21	14,000.00	(11,590.18)
Equipment and Maintenance	4,623.35	4,623.35	6,296.94	60,500.00	(55,876.65)
Interfund Transfers	0.00	0.00	0.00	50,000.00	(50,000.00)
Total Public Works	42,232.17	78,792.65	81,408.79	615,067.00	(536,274.35)
Police					
Salary & Benefits	73,427.85	161,908.06	144,075.01	985,422.00	(823,513.94)
Employee Expenses	838.75	4,841.82	3,897.65	27,000.00	(22,158.18)
Professional Fees	2,531.12	3,669.36	8,536.50	30,000.00	(26,330.64)
General Operating Expenses	2,272.47	2,827.00	7,680.01	58,100.00	(55,273.00)
Utilities	228.72	228.72	235.57	4,500.00	(4,271.28)
Equipment and Maintenance	220.10	2,111.70	201.16	10,500.00	(8,388.30)

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
General Fund

For The Two Periods Ended February 28, 2023 and 2022

	Month Ending 02/28/2023	Year To Date 02/28/2023	Year To Date 02/28/2022	Year Ending 12/31/2023	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Park and Events	1,100.00	1,100.00	1,000.00	1,000.00	100.00
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Police	80,619.01	176,686.66	165,625.90	1,146,522.00	(969,835.34)
Parks & Rec					
General Operating Expenses	0.00	0.00	3.28	2,000.00	(2,000.00)
Utilities	203.39	516.57	164.37	30,000.00	(29,483.43)
Equipment and Maintenance	26.39	52.39	0.00	6,000.00	(5,947.61)
Park and Events	0.00	0.00	(3.28)	13,250.00	(13,250.00)
Total Parks & Rec	229.78	568.96	164.37	51,250.00	(50,681.04)
Non-Departmental					
Salary & Benefits	(4,273.68)	(4,273.68)	0.00	0.00	(4,273.68)
Total Non-Departmental	(4,273.68)	(4,273.68)	0.00	0.00	(4,273.68)
Total Expenditures	236,428.59	438,225.86	373,518.38	3,092,622.00	(2,654,396.14)
Receipts Over (Under) Expenditures	<u>\$ (51,503.46)</u>	<u>\$ 425,506.16</u>	<u>\$ 398,696.08</u>	<u>\$ (43,381.00)</u>	<u>468,887.16</u>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
Other Funds  
For The Two Periods Ended February 28, 2023

	Other Funds					
	Capital Improvements Fund Month To Date 02/28/2023 Actual	Equipment Reserve Fund Month To Date 02/28/2023 Actual	Stormwater Fund Month To Date 02/28/2023 Actual	Special Highway Fund Month To Date 02/28/2023 Actual	Woodside TIF/CID Fund Month To Date 02/28/2023 Actual	Debt Service Fund Month To Date 02/28/2023 Actual
<b>Receipts</b>						
Taxes						
City Sales & Use Tax - Special	\$ 33,978.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Taxes	33,978.80	0.00	0.00	0.00	0.00	0.00
Restricted Use						
WV CID-1	0.00	0.00	0.00	0.00	21,652.85	0.00
WV CID-2	0.00	0.00	0.00	0.00	7,631.17	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	33,978.80	0.00	0.00	0.00	29,284.02	0.00
<b>Expenditures</b>						
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	54.99	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	0.00	54.99	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	1,245.00	0.00	0.00	0.00	0.00	0.00
Stormwater Expense	0.00	0.00	2,500.00	0.00	0.00	0.00
Total Street and Stormwater	1,245.00	0.00	2,500.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	1,245.00	0.00	2,554.99	0.00	0.00	0.00
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 32,733.80</b>	<b>\$ 0.00</b>	<b>\$ (2,554.99)</b>	<b>\$ 0.00</b>	<b>\$ 29,284.02</b>	<b>\$ 0.00</b>

See accountants' compilation report.



City of Westwood, Kansas  
**Statement of Receipts and Expenditures - Regulatory Basis**  
Other Funds  
For The Two Periods Ended February 28, 2023

	Other Funds					
	Capital Improvements Fund Year To Date 02/28/2023 Actual	Equipment Reserve Fund Year To Date 02/28/2023 Actual	Stormwater Fund Year To Date 02/28/2023 Actual	Special Highway Fund Year To Date 02/28/2023 Actual	Woodside TIF/CID Fund Year To Date 02/28/2023 Actual	Debt Service Fund Year To Date 02/28/2023 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	62,089.01	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	\$ 62,089.01	\$ 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	94,815.58	0.00
WV CID-2	0.00	0.00	0.00	0.00	15,223.64	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	157,715.63	0.00	62,409.92	15,861.35	110,039.22	9,777.67
<b>Expenditures</b>						
Professional Fees	406.00	0.00	0.00	0.00	0.00	3,000.00
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	54.99	0.00	0.00	0.00
Total Equipment and Maintenance	0.00	0.00	54.99	0.00	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	1,245.00	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
Stormwater Expense	0.00	0.00	2,500.00	0.00	0.00	0.00
Total Street and Stormwater	1,245.00	0.00	2,500.00	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	1,651.00	0.00	2,554.99	149.18	97,624.37	59,668.75
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 156,064.63</b>	<b>\$ 0.00</b>	<b>\$ 59,854.93</b>	<b>\$ 15,712.17</b>	<b>\$ 12,414.85</b>	<b>\$ (49,891.08)</b>

See accountants' compilation report.

**COUNCIL ACTION FORM**

Meeting Date: March 9, 2023

Staff Contact: Leslie Herring

**Agenda Item:** Consider Entering into Funding and Exclusive Rights Agreement with Karbank Holdings, LLC to Explore Proposal for Redevelopment of 5000 Rainbow Blvd., 5050 Rainbow Blvd., and 2511 W. 50th St.

**Background/Description of Item**

Over the last several years, the City of Westwood under the leadership of the Governing Body has undertaken significant work in planning for the future of the City. Much of this work is reflected in the following studies:

- [2015 Urban Land Institute \(ULI\) Technical Assistance Panel Study](#);
- [2017 Comprehensive Plan](#);
- [2021 Urban Land Institute Technical Assistance Panel Study](#); and
- [2022 City Facilities Assessment and Feasibility Analysis](#).

Following the 2022 City Facilities Assessment and Feasibility Analysis, the City also conducted resident surveys and held an open house, soliciting and obtaining feedback from residents on options the Governing Body might consider that would allow Westwood to acquire the former Westwood View Elementary site, develop a feature park for the community, and also pursue development that could enable the City to continue to provide the services and amenities residents expect.

As mentioned in many City and Mayoral communications, the City has generated great interest from the development community on possible partnerships. While these have primarily revolved around the current City Hall site, City officials have recently had preliminary discussions with the Shawnee Mission School District and another local group – Karbank Real Estate Company – on a proposal that could provide a pathway for the City to acquire the former Westwood View site, develop it as a feature park and green space for the community, and also utilize the City-owned frontage on Rainbow for a supporting development.

Accordingly, Karbank Real Estate Company has asked and has been granted the opportunity to present its proposal to the community at tonight's City Council meeting.

**Staff Comments/Recommendation**

At this time, there is no fixed development agreement in place, and the City Council will not be asked tonight to approve any plans or make any commitments to Karbank's proposal outside of a "funding and exclusivity agreement" that — if approved by the Council — would establish a general timeline for considering plans<sup>1</sup>, allow for due diligence by both the City and Karbank, and require that Karbank deposit funds with the City to pay for the City's costs in working with financial consultants and other specialists to evaluate Karbank's proposal<sup>2</sup>. Although the details of the proposal have not been fine-tuned, the broad outline of Karbank's proposal initially include the following:

<sup>1</sup> See Section 5 of the proposed Funding and Exclusive Rights Agreement, which sets out an initial term of six (6) months.

<sup>2</sup> See Sections 2 and 3 of the proposed Funding and Exclusive Rights Agreement, which requires an initial deposit of \$25,000 and which requires a minimum cash balance of \$10,000 for the life of the Agreement from which the City to draw funds for its administrative expenses and actual out-of-pocket expenses for the City to conduct due diligence in reviewing the proposal.

- Karbank would acquire the former Westwood View site at its cost, demolish the cost, and convey a large majority of the property to the City, with the understanding that it be dedicated for park and green space purposes.
- In exchange, the City would convey the site of the current Dennis Park and the former Westwood Christian Church site (5050 Rainbow) to Karbank, and Karbank would also pay off the City's debt on 5050 Rainbow. On these sites, Karbank intends to construct a mixed-use development consisting primarily of office space, with a few residential units and limited retail, with underground parking and separate outside restroom facilities that would serve the new park. The proposal would not be for an apartment complex.
- The City may pursue a tax increment financing (TIF) district related to the park and redevelopment projects; however, the TIF would be structured as a "public benefit TIF" such that TIF proceeds would not be used to reimburse Karbank's private development costs, but would instead be directed to infrastructure, public improvements, and to the City for use in developing and programming the new City park. Per state law, the School District's state levy and capital outlay levies would not be impacted.

The funding and exclusivity agreement would allow the City and Karbank to further define these arrangements and consider plans, but would not commit the City to actually approving any development.

### **Budget Impact**

Entering into the proposed Funding and Exclusive Rights Agreement with Karbank would result in nominal to no budget impact to the City, as the Agreement requires the City's outside costs and expenses be covered by Karbank. Any budget impact of an actual project that could come before the City Council for consideration as a result of the due diligence period this proposed agreement provides would be determined during the course of this Agreement, should the City Council choose to enter into the Funding and Exclusive Rights Agreement with Karbank.

Of note is the retention of the services of Columbia Capital Municipal Advisors, Jeff White as principal, for professional economic development consulting services. These fees – along with the fees of MVP (Ryan Denk) as general legal counsel, Gilmore & Bell (Kevin Wempe) as bond counsel, and Uhl Engineering (Terry Uhl) as city engineer – are all payable through Karbank's initial deposit and retainer and will be managed by City Administrator Leslie Herring.

### ***Suggested Motion***

*I move to approve the Funding and Exclusive Rights Agreement with Karbank Holdings, LLC to Explore Proposal for Redevelopment of 5000 Rainbow Blvd., 5050 Rainbow Blvd., and 2511 W. 50th St. and for the Mayor to execute the Agreement.*

## **FUNDING AND EXCLUSIVE RIGHTS AGREEMENT**

This Funding Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of March, 2023, between the **CITY OF WESTWOOD, KANSAS** (“Westwood”), and **KARBANK HOLDINGS LLC**, a Delaware limited liability company, (referred to as “Developer”).

### **RECITALS**

WHEREAS, Westwood is a political subdivision organized and existing under the laws of the State of Kansas, with its principal office located at 4700 Rainbow Boulevard, Westwood, KS 66205; and

WHEREAS, Developer is a limited liability company engaged in the business of real estate development with its principal office located at 2000 Shawnee Mission Parkway, Suite 400, Mission Woods, KS; and

WHEREAS, Developer and its Karbank family affiliates have developed or redeveloped office, retail, mixed-use and industrial developments in various locations in Johnson County, Kansas including in the municipalities of Mission Woods, Prairie Village, Overland Park, Lenexa and Olathe; and

WHEREAS, Westwood owns a parcel of land located at 5000 Rainbow (the “City’s North Dennis Park Parcel”) comprising .5344 acres of land and being Kansas Uniform Parcel Number RP630000010001 (Quick Ref R169078); and

WHEREAS, Westwood owns a parcel of land (the “City’s South Dennis Park Parcel”) located immediately south of the City’s North Parcel, and commonly known as Dennis Park, comprising .42 acres of land and being Kansas Uniform Parcel Number RF2512033060 (Quick Ref R168613); and

WHEREAS, Westwood owns a parcel of land (the “City’s North Church Parcel”) located immediately south of the City’s South Dennis Park, comprising 1.03 acres of land and being Kansas Uniform Parcel Number RP270000000008D (Quick Ref R168791); and

WHEREAS, Westwood owns a parcel of land (the “City’s South Church Parcel”, and together with the City’s North Dennis Park Parcel, the City’s South Dennis Park Parcel, the City’s North Church Parcel, the “City’s Parcels”) located immediately south of the City’s North Church Parcel, comprising .83 acres of land and being Kansas Uniform Parcel Number RP300000010012B (Quick Ref R168898);

\*



WHEREAS, Shawnee Mission Unified School District No. 512 (the "School District") owns a parcel of land located at 2511 West 50<sup>th</sup> Street, Westwood, Kansas (the School District North Parcel") comprising 4.49 acres of land and being Kansas Uniform Parcel Number RP270000000008 (Quick Ref R168789); and

WHEREAS, the School District owns a parcel of land located immediately South of the North Parcel (the "School District South Parcel", and together with the School District South Parcel, the "School District's Parcels") comprising .4823 of land and being Kansas Uniform Parcel Number RRP300000010012A (Quick ID# R168897); and

WHEREAS, the School District owns and operates Rushton Elementary School ("Rushton School") located on the School District's Parcels; and

WHEREAS, pursuant to that certain Option Agreement between Shawnee Mission School District and the City of Westwood, last dated February 22, 2019 (the "Option Agreement"), the School District Granted to Westwood an option (the "Purchase Option") and a right of first refusal (the "Refusal Right", and together with the Purchase Option, the "Option Agreement Rights") and/or an option and a right of first refusal to purchase the School District's Parcels (which are denominated in the Option Agreement as "Real Estate Tract 2"); and

WHEREAS, Westwood has been requested by Developer to consider approval of:

- (a) Developer's acquisition of the City's Parcels;
- (b) Developer's acquisition of the School District's Parcels through the City's exercise of the Purchase Option and Westwood's possible assignment of the Purchase Option to Developer;
- (c) Developer's leasing of the School District's Parcel to the School District for a limited time;
- (d) Developer's demolition of Rushton School once the School District has vacated the School District Parcels;
- (e) Developer's and Westwood's adjustment of the east lot lines of the School District's Parcels (the "Lot Line Adjustment") by moving such east lot lines a mutually agreeable distance to the to the west as determined by a replat of the affected properties;

- (f) Developer's conveyance of the School District parcels, after the Lot Line Adjustment and the demolition of Rushton School, to Westwood;
- (g) Developer's development (as enlarged by the Lot Line Adjustment) of the City's Parcels for mixed uses; and
- (h) Such other activities as Westwood and Developer may agree from time to time.

WHEREAS, Westwood and Developer have had preliminary discussions relating to such steps, including undertaking of all necessary planning, zoning and subdivision approvals and approval of such economic development incentives as may be appropriate, which may include incentives pursuant to the Tax Increment District Financing Act, K.S.A. 12-1770 *et seq.*, the Community Improvement District Act, K.S.A. 12-6a26 *et seq.*, and/or the Industrial Revenue Bond Act, K.S.A. 12-1740, *et seq.* (collectively referred to as the "Acts") relating to the redevelopment of the Lands (the "Request") and, if such Request is approved by Westwood, Westwood may be requested to provide such other services and assistance as may be required to implement and administer the Request through the planning, acquisition, demolition and redevelopment phases of the reconfiguration and development of the Lands; and

WHEREAS, Westwood does not have a source of funds to finance costs incurred for additional legal, financial and planning consultants or for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to Developer to review, evaluate, process and consider the Request; and

WHEREAS, Developer has agreed to provide such source of funds in exchange for the exclusive right, as more specifically defined herein, to purchase, demolish, rezone, reconfigure and commence to develop the Lands; and

WHEREAS, the parties desire to enter into this Agreement to provide for the funding of consultants used by Westwood to evaluate the Request.

## **AGREEMENT**

1. Services to be Performed by Westwood. Westwood shall:

A. Prepare or consult with Developer on the preparation of and consider the Request in accordance with the provisions of the Acts and state and local laws and ordinances, give all notices in a timely manner, make all legal publications and hold hearings as legally required;

- B. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to Westwood and to prepare and present required resolutions and ordinances to the Westwood City Council, including the use of outside counsel and consultants;
- C. If the Westwood City Council approves the Request, provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between Developers and Westwood for implementation of the Request; and
- D. If a definitive agreement is entered into, provide the necessary staff, legal, financial and planning assistance to administer such agreement.
- E. During the term of this Agreement, at Developer's request (by notice to Westwood), Westwood shall either exercise and/or assign the Purchase Option as more specifically determined in subsequent agreements between the parties to enable acquisition of the School District parcels.
- F. During the term of this Agreement, immediately forward to Developer true and complete copies of all of the notices given by the School District or Westwood pursuant to the Option Agreement.
- G. During the term of this Agreement, take all such actions and do all such things as may be necessary or appropriate to preserve all of Westwood's rights under the Option Agreement and to avoid forfeiture of any of such rights and to work with Developer and the School District to allow Developer to acquire the School District's Parcels as will be provided for with more specificity in subsequent agreements between the parties.
- H. During the term of this Agreement, take no action that would assign to any party other than Developer or its designee any of Westwood's rights under the Option Agreement.
- I. During the term of this Agreement, sell and convey the City's Parcels to Developer and effect the exchange of the City's Parcels for the School District's Parcels (as reconfigured by moving, to the west, the east line of the School District's Parcels).

Provide any necessary landowner consent for the consideration of application to rezone and/or subdivide the City's Parcels (as reconfigured by moving the east line of the School District's Parcels to the west) for uses to be negotiated between Westwood and Developer. The parties expressly acknowledge that the necessary consent referenced in this paragraph are subject to paragraph 7 of this Agreement and that such consent does not constitute ratification or approval of any such application(s).

2. Initial Deposit. In order to insure the prompt and timely payment of Westwood's legal and planning fees as described here (collectively, the "Charges"), Charges, Developer shall establish a fund in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Deposit") by paying such amount to Westwood contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. Westwood shall pay initial Charges, including Charges incurred prior to the execution of this Agreement (enumerated on Exhibit "A" annexed hereto), from the Deposit and shall promptly submit an itemized statement therefore to Developer to re-establish the Deposit so that there is always a Ten Thousand Dollar (\$10,000.00) cash balance available against which additional charges and payments may be applied on a current basis. Westwood shall submit monthly statements itemizing the Charges paid from the Deposit during the preceding month.

3. Additional Funding.

A. Westwood shall submit to Developers an itemized statement for reasonable administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by Westwood. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. Developer shall pay Westwood the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of one percent (1%) per month until paid, but in no event shall such penalty exceed ten (10%) per annum, and Westwood shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to Section 5.a. Developers shall supply the Additional Funds in a timely manner so that Westwood activities may continue without interruption.

B. Westwood and Developer agree that Developer shall reimburse Westwood for its administrative expenses and actual out-of-pocket expenses necessary to perform Westwood's obligations hereunder using Columbia Capital Management, LLC (hereinafter "Columbia"), as consultant to Westwood, McAnany, Van Cleave & Phillips, P.A. (hereinafter "MVP") as legal counsel for the City and Gilmore and

Bell (hereinafter "Gilmore") as special counsel for the City, Uhl Engineering, Inc. to consult on civil engineering matters and such other special consultants and advisors as Westwood deems necessary to perform its obligations under this Agreement, including but not limited to appraisal, engineering and planning consultants. With respect to the anticipated scope of services to be performed by Columbia, MVP and Gilmore, such services may include services performed at Westwood's direction relating to: (1) public economic development incentives including TIF, CID and IRB; (2) land transactions; (3) development agreement; and (4) evaluation of economic feasibility and performance of the project. It is not anticipated that either Columbia or Gilmore shall perform significant services relating to site design, planning and zoning applications or approvals or construction applications or approvals, however, the parties recognize that a general understanding of the site design and planning and zoning and construction submittals is necessary for Columbia and/or Gilmore to appropriately perform the aforementioned scope of services.

C. Notwithstanding the provisions of Section 3B hereof, Westwood shall not incur any Charges from Gilmore, Columbia, Uhl or McAnany without first delivering to Developer a notice (a "Prospective Charge Notice") specifying the work by any of them that Westwood proposes to undertake and which Westwood intends to ask Developer to pay or reimburse. Each Prospective Charge Notice shall contain reasonable detail as to the scope of the proposed work, the time frame for delivering such items of work and the anticipated cost of such work. Westwood and Developer acknowledge that the Request and all of the activities anticipated hereunder shall be undertaken and fulfilled over a multi-month time frame and that the need for services by any of such contractors shall vary according to the stage of the activities. Developer shall have thirty (30) days either to approve or decline such scope of work and proposed Charges or to work with Westwood to refine, postpone, amend or cap such scope of work or proposed Charges. In the event the parties cannot agree on an appropriate scope of work, either party may terminate this Agreement upon thirty (30) days written notice (provided, however, that Developer shall have the right, in the event of Westwood's termination of this Agreement pursuant to this sentence, to accept the Charges or scope of work set forth in a Prospective Charge Notice, in which event such termination shall be deemed of no effect).

4. Disbursement of Funds. Westwood shall disburse the Deposit and Additional Funds for reimbursement of costs to Westwood on or before the thirtieth (30<sup>th</sup>) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by Westwood in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice,

Westwood shall make its records available for inspection by Developers with respect to such disbursements.

5. Term and Exclusivity. The Initial Term of this Agreement shall be six (6) months ("Initial Term"). During the Initial Term, City grants to Developer the exclusive right to either purchase or enter into agreements providing for the purchase of City's Parcels and School District's Parcels by way of the City's Option Agreement. The parties agree that **(a)** the Initial Term of exclusivity shall automatically be extended for an additional six (6) months in the event that **(i)** during the Initial Term, either Westwood or Developer shall have entered into a contract with the School District to purchase the School District's Parcels and **(ii)** Westwood and Developer have entered into a contract as to the sale and purchase of the City's Parcels, and that **(b)** Westwood and Developer may mutually extend the Initial Term (as it may have been extended pursuant to item **(a)** above) by mutual agreement.

6. Termination.

A. In the event that Developer fails to perform any of its obligations herein, Westwood may terminate this Agreement at its sole discretion if Developer fails to cure the default within thirty (30) days after written notice to Developer of the default. Termination by Westwood shall also terminate any duties and obligations of Westwood with respect to this Agreement, including, but not limited to, Westwood's processing of the Request. Upon such termination, Westwood shall, as its sole remedy hereunder, retain the Deposit and Additional Funds, if any, necessary to reimburse Westwood for all reasonable expenses incurred under this Agreement to the date of termination and any monies due and owing to Westwood pursuant to any other agreement.

B. The parties hereto acknowledge that Developer may at any time determine to abandon the Request. Upon notice, given to Westwood by Developer, of abandonment by Developer, this Agreement shall terminate, Westwood shall immediately cease incurring Charges and Westwood may retain the Deposit and Additional Funds, if any, necessary to reimburse Westwood for all reasonable expenses incurred under this Agreement to the date of termination. Within fourteen (14) days following notice of termination, Westwood shall promptly return to Developer any unused portion of the Deposit or Additional Funds (as the context may require).

C. In the event the Deposit and Additional Funds are insufficient to reimburse Westwood for the outstanding expenses of Westwood payable hereunder, Developer shall reimburse Westwood as set forth in Section 3. Any amounts



remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by, or reimbursed to, Westwood shall be returned to Developer.

7. Reimbursement By Westwood. All amounts paid by Developer to Westwood pursuant to this Agreement are expected to be eligible “redevelopment project costs” and/or “costs” in accordance with the TIF and CID Acts, which would be eligible to be reimbursed to Developer from bonds or on a pay-as-you basis from tax increment or community improvement district revenues.

8. No Obligation to Approve the Request. Developer acknowledges that Westwood is not obligated by the execution of this Agreement to approve any planning or zoning application of Developer, nor is Westwood obligated to approve a proposed project, or approve a proposed method of financing, and that the approval of any planning or zoning application, the approval of a proposed project and the approval of a proposed method of financing are subject to the sole discretion of Westwood’s Governing Body and the requirements of the Acts and other applicable federal, state and local laws.

9. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To Westwood:

City of Westwood, Kansas  
Attn: City Administrator  
4700 Rainbow Blvd.  
Westwood, KS 66205

With a copy to:

Ryan B. Denk, Esquire  
McAnany, Van Cleave & Phillips, P.A.  
707 Minnesota Ave., 4<sup>th</sup> Floor  
P.O. Box 171300  
Kansas City, KS 66117-1300

To Developer:

Karbank Holdings LLC  
2000 Shawnee Mission Pkwy., Ste. 400  
Mission Woods, KS 66205  
Attention: Adam Feldman, Esquire

With a copy to:

Karbank Holdings LLC  
2000 Shawnee Mission Pkwy., Ste. 400  
Mission Woods, KS 66205  
Attention: Neil D. Karbank, Esquire

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

10. Counterparts. This Agreement may be executed in multiple originals or counterparts, each of which will be an original and when all of the parties to this Agreement have signed at least one (1) copy, such copies will constitute a fully executed and binding Agreement.

11. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Westwood and Developer, Westwood and Developer agree to perform, execute and/or deliver prior to or after the acquisition of the Lands any and all such further acts, deeds and assurances as may be reasonably required to assist or consummate the transactions contemplated hereby.

12. Assignment. Developer shall have the right to assign its interest in this Agreement to an entity that is owned or controlled by or under common control with Developer, and for the purpose of this Agreement, any reference to Developer shall be deemed to include any affiliate of Developer that is owned or controlled by or under common control with Developer..

13. Miscellaneous.

a. Amendments. This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

b. Applicable Law and Venue. This Agreement shall be deemed to be entered into in the State of Kansas, and shall be construed in accordance with the laws of the State of Kansas. The sole and exclusive venue for any legal action based upon or in any way relying upon this Agreement shall be within the District Court of Johnson County, Kansas. This Agreement shall be enforceable by one or more actions for damages or for specific performance, in which event the bond required for any action for injunctive relief shall be One Thousand (\$1,000.00) Dollars in cash.

c. Non-liability of City Officials and Employees. No member of the Governing Body, official or employee of Westwood shall be personally liable to Developers, or any successor in interest to Developer, pursuant to this Agreement, nor for any default or breach of the Agreement by Westwood.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

#### **CITY OF WESTWOOD, KANSAS**

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

ATTEST:

By: \_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan Denk, City Attorney

#### **KARBANK HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COUNCIL ACTION FORM**

Meeting Date: March 9, 2023

Staff Contact: Leslie Herring, City Administrator

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Agenda Item: Consider Renewal of EMC Insurance Commercial Policy for April 1, 2023 – March 31, 2024 Term

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**Background / Description of Item**

The City's commercial insurance policy runs through March 31, 2023. Geoff Gobble with Boulevard Insurance LLC, has provided an overview of the insurance renewal for the City of Westwood for the next policy coverage year.

**Staff Comments**

The package for consideration by the City Council tonight is the EMC Insurance Policy, which Boulevard brokers for the City of Westwood. The coverage types and the change in premium is reflected in the table below for your convenient reference.

<b>EMC Insurance Policy Premium Comparison</b>					
	2021 Premium	2022 Premium	2023 Premium	% Change (22 – 23)	\$ Change (22 – 23)
Commercial Property	\$12,889*	\$14,559	\$18,271	20%	\$3,712
General Liability	\$3,688	\$3,877	\$4,031	4%	\$154
Linebacker	\$3,503	\$3,503	\$4,949	29%	\$1,446
Law Enforcement Liability	\$5,971	\$7,110	\$6,430	(10%)	(\$680)
Government Crime/Fidelity ISO Package	\$128	\$128	\$128	0%	\$0
Commercial Inland Marine	\$11,606*	\$12,239	\$13,733	11%	\$1,494
Business Auto	\$26,894*	\$28,896	\$30,995	7%	\$2,099
Commercial Umbrella	\$5,669	\$6,594	\$7,693	14%	\$1,099
<b>TOTAL</b>	<b>\$70,348</b>	<b>\$76,906</b>	<b>\$86,230</b>	<b>11%</b>	<b>\$9,324</b>
*Additional prorated premiums paid in February reflecting coverage changes resulting from January internal audit on property inventory and asset values					

Overall, insurance rate premium costs within this policy have increased mostly due to increases in property valuations, adjusted property limits, rising auto rates, and an additional Public Safety vehicle for a full year.

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

- 4th of July fireworks event coverage
  - Secured by a separate policy but estimated to stay around previous year, \$1,538
- Worker's compensation insurance
  - Provided through KMIT
  - 2023 policy paid in January in the amount of \$34,090 (\$34,487 in 2021 and \$29,344 in 2022)
- Fidelity bonds for City staff and officials
  - Renewed on a rolling basis dependent on coverage start date for each individual
  - Fidelity bonds issued only for employees and officers who handle money
- Cyber Liability/Data Breach coverage
  - Renewed December 2022 for term of 1/1/2023 – 12/31/2023
  - 2023 policy paid in January in the amount of \$10,865 (\$1,250 in 2021 and \$6,158 in 2022)

#### **Staff Recommendation**

Renew the City's insurance policy package with EMC Insurance Co., via broker Boulevard Insurance for the period of April 1, 2023 – March 31, 2024.

#### **Budget Impact**

The adopted FY 2023 General Overhead Budget provides for \$145,000 in expenditures for these City operating expenses (the fireworks premium is charged separately to the Parks & Recreation Fund). The total of all insurance – not including the fireworks premium is estimated to come in under budget, at \$132,389.

#### *Suggested Motion:*

*I move to approve the renewal of the City's insurance coverage with EMC Insurance as reflected in the conditional premium quote dated March 2023 for the term of April 1, 2023 – March 31, 2024.*

## CITY OF WESTWOOD, KANSAS – COVERAGE SUMMARY/COMPARISON 2023

<u>Item of Coverage</u>	<u>Travelers 2008</u>	<u>Continental Western 2009-13</u>	<u>EMC Insurance Company 2013-23</u>	<u>EMC Insurance Company 2023-24</u>
<b><u>Property</u></b>				
Building & Personal Property Values	\$2,418,149	\$3,657,804	\$4,893,829	<b>\$5,868,274</b>
Replacement Cost Valuation	Included	Included	Included	Included
Blanket or Specific Coverage	Blanket Basis	Blanket Basis	Blanket Basis	Blanket Basis
Agreed Value [suspends co-insurance]	Included	Included	Included	Included
Mechanical Breakdown Coverage	Included	Included	Included	Included
Building Ordinance & Law Coverage	\$100,000	\$250,000	Property Limit	Property Limit
Extra Expense Coverage	\$50,000	\$350,000	\$500,000 BI/EE	\$500,000 BI/EE
Property Deductible – Except E'quake	\$1,000	\$1,000/\$2,500	\$5,000 (increased in 2015)	\$5,000
Flood Coverage - \$1,000 Deductible	\$2,000,000/\$25K ded.	\$1,000,000	Excluded	Excluded
Earthquake Coverage – 5% Deductible	\$2,000,000	\$2,000,000	\$4,893,829 10% Ded.	\$5,868,274

Blanket Property coverage limits have been adjusted for 2023 to reflect the current cost to rebuild the City Hall and Public Works buildings, as well as adjustments to various properties in the open. Also added were new streetlights in storage, slated for installation in 2023. Our Blanket Property coverage with Agreed Value affords us some additional protection as these costs increase, as Co-Insurance is suspended. Total property coverage limits are up about \$974,445 compared to expiring. We're negotiating possible coverage reduction for City Hall as the suggested increase was \$669K. Got them to reclassify a few police vehicles and that brought the auto down by \$6,241 compared to the initial renewal rate.



<b><u>Inland Marine</u></b>	<b><u>2008</u></b> <b>Travelers</b>	<b><u>2009-13</u></b> <b>CWG</b>	<b><u>2013-23</u></b> <b>EMC</b>	<b><u>2023-24</u></b> <b>EMC</b>
Scheduled Contractors Equipment – ACV	\$225,253	\$130,550	\$84,500	\$84,500
Scheduled Contractors Equipment – RC		\$89,545	\$1,152,316	<b>\$1,213,948</b>
Unscheduled Contractors Equip. – ACV	\$50,000	\$15,000	\$15,000	\$15,000
Scheduled Emergency Equipment – RC	\$90,817ACV	\$193,421	\$261,650	<b>\$265,550</b>
Radio Equipment – RC	\$27,283	Included	Included	Included
Leased or Rented Equipment – ACV	\$50,000	\$100,000	\$100,000	\$100,000
Computer Equipment – RC	\$76,731	\$67,397	\$55,000	\$55,000
Computer Data/Media	\$50,000	\$50,000	\$50,000	\$50,000
Inland Marine Deductible	\$1,000	\$500	\$1,000	\$1,000

### **Crime – Blanket Basis**

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

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

Separate Position Bonds are provided to now cover five (5) key personnel for the City.

The positions covered are: City Treasurer, City Administrator, City Clerk, Municipal Court Clerk, Building Official,

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

**LIABILITY COVERAGE – CITY OF WESTWOOD, KANSAS**

	<b><u>2008 Limits</u></b> <b>Travelers</b>	<b><u>2009-2013</u></b> <b>CWG</b>	<b><u>2013-2024</u></b> <b>EMC</b>	<b><u>Final Limit*</u></b>
<b><u>Commercial General Liability [Occurrence Form]</u></b>				
Per Occurrence Limit	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Annual Aggregate Limit	\$4,000,000	\$2,000,000	\$2,000,000	\$6,000,000
Employee Benefits Liability - \$500 Ded. Each EE	\$2/\$6,000,000	\$1,000,000	\$1,000,000	\$5,000,000
General Liability Deductible	NIL		\$500 PD	

Special Event Liability Included for Easter Egg Roll & Oktoberfest Picnic. We have secured separate coverage in the past for July 4 Fireworks at a cost of \$1,500 for a \$2,000,000 limit of liability. Pricing anticipated to be similar again for 2023, if there is an event.

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

<b><u>Cyber Liability</u></b>	<b>(new addition as of 2014)</b>	<b><u>2014-16</u></b>	<b><u>2016-20</u></b>	<b><u>2021-24</u></b>
Response Expenses Coverage		\$50,000	\$50,000	\$1,000,000
Defense & Liability Coverage		\$50,000	\$50,000	\$1,000,000
Identity Recovery		\$25,000	\$25,000	\$1,000,000
Cyber Liability Computer Attack Annual Aggregate			\$100,000	\$1,000,000
Network Security & Defense Liability			\$100,000	\$1,000,000
Data Recreation Sublimit			\$5,000	\$1,000,000
Public Relations Sublimit			\$5,000	Included

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

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

Includes the City of Westwood Hills & the City of Mission Woods as Additional Insured with respect to Law Enforcement Services provided by the City of Westwood to each under their respective Public Safety Agreements. Cost will be \$200 for each entity in 2023 for both the General Liability & Law Enforcement Liability coverage extensions for compliance with the Public Works & Public Safety Agreements.

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

	<b><u>2008 Limit</u></b> <b>Travelers</b>	<b><u>2009-2013</u></b> <b>CWG</b>	<b><u>2013 - 2024</u></b> <b>EMC</b>	<b><u>Final Limit*</u></b>
<b><u>Public Officials Liability</u></b>				
<b>Linebacker Policy - Claims Made</b>				
Limit – Each Wrongful Act	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Annual Aggregate Limit	\$4,000,000	\$1,000,000	\$2,000,000	\$6,000,000
Deductible - Per Claim	\$5,000	\$1,000	\$2,000	
<b><u>Employment Practices Liability</u></b>				
<b>Linebacker Policy – Claims Made</b>				
Limit – Each Wrongful Act	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Annual Aggregate Limit	\$2,000,000	\$1,000,000	\$2,000,000	\$6,000,000
Deductible – Per Claim	\$5,000	\$2,500	\$2,000	
<b><u>Commercial Automobile</u></b>				
Limit of Liability – Each Accident	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Uninsured/Underinsured Motorist	\$2,000,000	\$1,000,000	\$1,000,000	
Hired/Non-Owned Liability	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Deductible	\$250	\$500	\$1,000	
Collision Deductible	\$500	\$500	\$1,000	
Hired Auto Physical Damage	?	Included – Vehicle's Actual Cash Value		
Commandeered Vehicle Physical Damage	?	\$250,000	Included	

**LIABILITY COVERAGE – CITY OF WESTWOOD, KANSAS (continued)****Limits Remain Unchanged for 2023****Worker's Compensation & Employers Liability****Kansas Municipality Insurance Trust [KMIT]**

## Worker's Compensation

## Statutory Kansas Limits

## Employer's Liability

Base LimitFinal Effective Limit \*

Bodily Injury by Accident

\$500,000 Each Accident

\$4,500,000

Bodily Injury by Disease

\$500,000 Policy Limit

\$4,500,000

Bodily Injury by Disease

\$500,000 Each Person

\$4,500,000

Estimated Annual Payroll – Subject to Audit  
NCCI Experience Modification Factor-2023\$987,000  
1.55(was \$1,029,000)  
(was 1.17)

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

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

**LIABILITY COVERAGE – CITY OF WESTWOOD, KANSAS (continued)****Limits Remain Unchanged for 2023****Commercial Excess Liability**

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

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

**Higher Limits of Liability Are Available.**

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

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

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

	Travelers	Continental Western	Employer's Mutual Insurance Company [EMC]	
	<u>2000-09</u>	<u>2009-13</u>	<u>2013-2023</u>	<u>2023-24</u>
Package Policy Premium	\$32,025	\$46,013	\$76,906	\$86,228
Cyber Liability/Data Breach	(sublimit added 2014, full Cyber 2021)		\$ 6,159	\$10,865
Fidelity Bonds [5]	unknown	\$ 1,331	\$ 1,931	\$ 1,206
Special Event Liability – Fireworks @ \$2,000,000 Limit			\$ 1,538.06	est. \$~1,538
<u>Workers Comp</u>	<u>\$45,642</u>	<u>\$19,497</u>	<u>\$29,344</u>	<u>\$34,090</u>
<b>TOTAL PREMIUMS</b>	<b>\$77,667</b>	<b>\$66,841</b>	<b>\$115,878.06</b>	<b>\$133,927</b>

Total Premium is up due to the increased cost for Cyber Liability, adjusted property limit/rate, increase to auto rates, additional equipment & streetlights. Cyber Liability premiums increased substantially due to industry experience in the line of coverage, and the current amount of activity worldwide. Our current security protocols are also limiting market availability. This coverage is both quite important and is also a requirement for compliance with the renewal of the JoCo IT Agreement of 01/01/21.

Work Comp cost is up 16% due to the increased Experience Modification Factor, even though payroll itself is actually down a little.

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

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

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

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

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

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

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

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

**In April 2022, a Dividend of \$9,184.18 was paid for another good overall loss year in 2021-22.**



## COUNCIL ACTION FORM

Meeting Date: March 9, 2023

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consider Agreement with Johnson County, KS for the 2023 Stormwater Best Management Practices (BMP) Cost-Share Program

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### Background / Description of Item

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

### Staff Recommendation

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

### *Suggested Motion*

*I move to authorize the Mayor to execute the 2023 Agreement for Stormwater BMP Cost-Share Program with Johnson County.*



## Agreement

### For Contain the Rain BMP Cost-Share Program

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Westwood, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

### Recitals

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

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

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

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

### Agreement

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

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of March 15, 2023, and shall expire on January 31, 2024. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

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

**City of Westwood, Kansas**

**Johnson County Public Works Department**

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

\_\_\_\_\_  
Geoffrey Vohs  
Interim Director of Public Works

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Ryan Denk  
City Attorney

\_\_\_\_\_  
Robert A. Ford  
Asst. County Counselor

Attest:

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

# EXHIBIT A

## Contain the Rain in Johnson County

### 2023 Stormwater Best Management Practices Program Requirements

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

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

#### Program Applicant Conditions

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arborday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
  - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained. Project and costs must be complete in the funding year.
  - b. All reimbursements are on a first come, first serve basis until funding runs out.
  - c. Applicant is responsible for all project costs.
  - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2023.
8. For Rain Gardens Only:
  - a. Pre-approval is required before any work can begin.
  - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.
  - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
  - d. Implementation of the approved project is the sole responsibility of the applicant.

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

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

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

### **Contact Information:**

Ian Fannin-Hughes  
Johnson County, Stormwater Management Program (JOCO SMP)  
1800 Old 56 HWY, Olathe KS 66061  
ian.fanninhughes@jocogov.org  
913.715.8365

## COUNCIL ACTION FORM

Meeting Date: March 09, 2023

Staff Contact: Curt Mansell, Chief of Police

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**Agenda Item:** Consider Renewing Johnson County Mental Health Co-Responder Cooperative Memorandum of Understanding

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### Background/Description of Item

The Northeast Johnson County cities (Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills and Mission Woods) currently have a Memorandum of Understanding (MOU) in place for sharing the cost of the mental health co-responder provided by Johnson County to our cities. This cost-share is based on population. With the addition of a second co-responder to the NE Jo Co Responder program last year, MOU updates are needed.

### Staff Comments/Recommendation

The first year of the additional Responder is funded by a grant obtained by the City of Merriam. This grant will expire in September 2023. An audit of the grant in January 2023 revealed wording regarding the second responder being added for compliance. This amendment to the MOU adds the second responder and outlines the same cost share formula in the event the grant expires and is not renewed.

As this MOU is authorized by K.S.A. 12-2908, it requires approval by the Governing Body, which is why it is coming before you today even though the amount is within staff's purchasing authority. The MOU has been reviewed by the City Attorney.

### Budget Impact

The grant runs the federal fiscal year, which ends September 30<sup>th</sup>. The grant has been approved for federal FY October 1, 2022 – September 30, 2023. In the event the grant is not renewed, the potential budget impact for Westwood's FY23 is \$1,196.00. The possible budget impact of not receiving the grant was anticipated and approved in the City's FY23 budget.

### *Suggested Motion*

*I move to approve the Johnson County Mental Health Co-Responder Cooperative Memorandum of Understanding and authorize the Mayor to sign such MOU.*

## JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER COOPERATIVE MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is a collaboration amongst the Kansas cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods (collectively, the “Cities”) and Johnson County Board of County Commissioners (BOCC) to address potential mental health and co-occurring substance use disorder issues in our jurisdictions by sharing resources and expenses to fund a shared co-responder position dedicated to the Cities (herein referred to as the “Project”).

This MOU supersedes all previous memorandums of understanding relating to collaborative efforts between the Cities and the Johnson County Mental Health Center (JCMHC) to share a co-responder and amendments thereto.

### I. Purpose

- a. The purpose of the Project is to find ways that the mental health and criminal justice systems of Johnson County, specifically within the Cities, can work in partnership to improve service response to individuals who suffer from mental health issues and have co-occurring substance use disorders, or who are in danger of becoming alcoholics or drug abusers.
- b. The purpose of this MOU is to:
  - i. delineate the responsibilities of the parties to the Project;
  - ii. maximize interagency cooperation; and
  - iii. formalize the relationships between the parties and their employees regarding Project operations, policies, planning and training.

### II. Parties.

The participating entities in the Project and this MOU are:

- a. the Johnson County Board of County Commissioners, through the Mental Health Center/JCMHC;
- b. the City of Merriam, through the Merriam Police Department;
- c. the City of Mission, through the Mission Police Department;
- d. the City of Roeland Park, through the Roeland Park Police Department;
- e. the City of Fairway, through the Fairway Police Department;
- f. the City of Westwood, through the Westwood Police Department;

- g. the City of Westwood Hills, through the Westwood Police Department; and
- h. the City of Mission Woods, through the Westwood Police Department;

JCMHC and the cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods are collectively referred to herein as the “Parties”, or individually, as a “Party”.

### III. Organizational Structure, Control and Responsibilities.

#### a. Organizational Structure.

- i. The oversight of the Project will be cooperatively provided by the Parties.
- ii. Each Party will designate one individual to be that Party’s point of contact. These points of contact will make up the Project Leadership Team.
- iii. The Parties will facilitate regular meetings of the Project Leadership Team and any other appropriate individuals to address the progress of the Project, as well as other justice and mental health related projects or issues.

#### b. Roles and Responsibilities of the Parties.

- i. JCMHC will hire, employ, and supervise one Qualified Mental Health Professional (the “co-responder”) as part of the Project. Further, the Parties acknowledge and agree that additional Co-Responders may be added under this MOU.
- ii. JCMHC expressly represents and warrants to each City that the co-responder is not and shall not be construed to be an employee of any City and that the status of JCMHC is that of independent contractor for the Cities for which JCMHC is solely responsible for co-responder’s actions and inactions. JCMHC also agrees that neither it, nor the co-responder may enter into contracts or agreements on behalf of any City or to otherwise create obligations of any City to third parties.
- iii. The Cities may participate in the interview and hiring process with JCMHC, though JCMHC will retain the ultimate decision-making authority regarding the hiring and employment of the co-responder.
- iv. JCMHC shall provide the co-responder with a vehicle and cell phone for the co-responder’s use in his/her Project duties for which the Cities will reimburse JCMHC pursuant to the pro rata calculation in the attached Addendum
- v. The co-responder will work in cooperation with the Cities to assist the Cities with individuals who suffer from mental health issues and co-occurring substance use disorders and who are contacted by law enforcement.
- vi. The co-responder will report to JCMHC for administrative matters (e.g., leave, pay, benefits) and for other matters unrelated to the case-specific work assignments of the Project. The co-responder will coordinate with the City with regard to respective case-specific work assignments.
- vii. It shall be the joint responsibility of JCMHC and the co-responder to regularly and in a



timely manner inform the Cities of scheduled vacation, training, annual leave, or sick leave. The co-responder will observe holidays as set by Johnson County, Kansas government. When the co-responder is on leave for any reason, back-up coverage will not be provided.

- viii. The co-responder shall be subject to the personnel policies and procedures of JCMHC. To the extent they are not in conflict with JCMHC policies, each City's personnel policies shall also apply to the co-responder when he/she is working in or coordinating with that particular City. It shall be the responsibility of each individual City to inform or train the co-responder on the personnel policies applicable to him/her. Performance appraisals will be handled by JCMHC, except that the Cities will be given the opportunity to provide written comments for discretionary use by JCMHC in the appraisal process.
- ix. The City of Merriam shall serve as host site for the Project and will provide an office designated for the use of the co-responder. In addition to the office at the Merriam Police Department the co-responder shall be provided a designated workspace or office, as available, in the other Cities.
- x. The City of Merriam will provide the co-responder with a portable police radio. JCMHC will provide him/her a laptop computer and any other equipment necessary to fulfill Project duties.
- xi. The co-responder position will be a salaried exempt position which will work full-time (40 hours per week), allocating work time between the Cities as calls for service and workload requires.
- xii. The Cities shall reimburse JCMHC for the co-responder personnel costs incurred by JCMHC including, but not limited to, salary, retirement, expenses, disability, and all other employment-related benefits incident to the co-responder's employment with JCMHC (see attached Co-Responder Budget). All additional expenses and reimbursement, if any, including other equipment, will be discussed and agreed upon among the Parties. Raise projections shall be provided annually to the Cities by JCMHC. Such raise projections provided by JCMHC, however, shall not be construed by the Parties as annual finalized projections. JCMHC shall invoice each City its pro rata share for all such personnel costs by the 15<sup>th</sup> of the month following the end of each quarter. Upon receipt of such invoice(s), the Cities shall reimburse JCMHC accordingly for such invoiced amount(s) at the close of the same invoiced month. During the term of this MOU and notwithstanding any provision to the contrary, should for any reason and at any time there be an increase in the payment of the co-responder personnel costs as determined and incurred by JCMHC, including all other employment-related benefits incident to the co-responder's employment with JCMHC, in an amount up to, but not exceeding, five percent (5%) of the total annual cost for a co-responder position as indicated in the attached Co-Responder Budget, or any addendum subsequent thereto, JCMHC will include in its invoice to each City the respective City's pro rate share for such increased personnel costs which shall be reimbursed by the individual Cities accordingly.
- xiii. As law enforcement officers respond to the scene of a call and it is determined that assistance of the co-responder will aide in the disposition of the call, the responding officer will work jointly with the co-responder, either directly or through dispatch.
- xiv. The co-responder's time will be shared among and between the Cities. It is the intent of the Parties that the shared time will be reasonably equal to the percentages shown on the attached Addendum. The Parties shall meet regularly to determine the appropriate

scheduling. However, the Cities shall work cooperatively in this regard and if a City to which the co-responder is not assigned at the particular time has a situation which would benefit from co-responder assistance, that City shall contact the co-responder and request assistance as available.

- xv. Co-responder training shall be provided by JCMHC including, but not limited to, issues related to confidentiality. Additional training, as appropriate, may be provided as needed by the Cities.
- xvi. The Cities will provide training to the co-responder and their respective employees on the Project with regard to Project goals and protocols, including communication protocols for determining the need for the co-responder, situational awareness training, and information security training and credentialing as required by Criminal Justice Information System (CJIS) and KCJIS (Kansas Criminal Justice Information System).
- xvii. In the event that the co-responder is on leave and/or busy on another case, the Cities may employ the traditional process for requesting JCMHC services by calling the JCMHC crisis line, as needed.
- xviii. If the co-responder has complaints, suggestions, comments, or concerns regarding the policies, procedures, practices or decisions of the Cities, the co-responder is to first present such concerns to their immediate JCMHC supervisor who may, in turn, pursue discussions with the respective City. However, it is permissible and encouraged for the co-responder to communicate with City staff regarding daily issues pertaining to efficient and effective case processing.
- xix. In any instance in which the co-responder, in the judgment of a City, may have engaged in misconduct or failure to fulfill the mission or purpose of the Project as requested, the City shall notify JCMHC, in writing, of the details of the alleged misconduct or failure. JCMHC shall then undertake an appropriate review of the allegations and, in the event the allegations are confirmed, implement any necessary or appropriate discipline up to, and including, termination of the co-responder, after discussion with the Project Leadership Team, as deemed appropriate.
- xx. Should the Project be terminated for any reason, JCMHC is solely responsible for any and all decisions as to whether to continue to employ a co-responder. The co-responder shall have no recourse against any City for any employment decision(s) made by JCMHC, including termination of the Project or termination of the co-responder.
- xxi. Equipment and other tangible property provided to the co-responder by any City as part of the Project will remain property of the respective City and must be returned to the respective City immediately upon termination of the co-responder, or within thirty (30) days of the termination of the Project, unless otherwise agreed to in writing.
- xxii. The co-responder shall, to the extent practical, keep a general account of time spent working for each City, including types of activities, police calls, and training.

c. Legal Status.

- i. This MOU is authorized by K.S.A. 12-2908 as a contract between municipalities to perform governmental services or activities; is not an interlocal agreement as contemplated by K.S.A. 12-2901 et seq.; and does not create a new or separate legal entity. Each Party shall

be responsible for the actions and responsibilities arising under this MOU of its respective employees.

d. Confidentiality; Inquiries.

- i. The Parties shall adhere to all applicable laws and policies regarding the confidentiality of data or information obtained during the Project. To the extent required by law, the Parties shall comply with HIPAA, and are to maintain the confidentiality of personal health information (PHI), sharing that PHI only to the extent necessary to coordinate treatment or disposition of the crisis situation.
- ii. As a general rule, all outside inquiries regarding the Project shall be directed to the respective Public Information Officer representing the involved City. Any inquiries involving mental health case supervision issues shall be directed to JCMHC.

IV. Effective Date, Duration, Termination, Insurance and Funding.

- a. This MOU shall become effective upon execution by all Parties.
- b. This MOU may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument.
- c. The term of this MOU is for the duration of the Project.
- d. Any Party may terminate its relationship with the Project and withdraw from the Project and this MOU at any time, by written notification to the other Parties at least (60) days prior to termination. The terminating Party will be responsible for its pro rata share of the costs of the Project up to, and including, the last date of its participation, regardless of the use of the co-responder. Notice of termination shall be delivered to the Project Leadership Team. If one or more Cities terminate its relationship to the Project, then the JCMHC and remaining Cities may agree to continue the Project under this MOU by amending the pro rata shares in the Addendum, renegotiate this MOU, or terminate the MOU.
- e. Insurance – The Parties shall each carry and maintain in force for the duration of the Project insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:
  - i. All Parties shall carry Commercial General Liability
    1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
    2. \$2,000,000 annual aggregate.
  - ii. Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability.
  - iii. All Parties shall carry Commercial Automobile Liability - \$500,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per accident covering all owned, non-owned, and hired vehicles. Provided, however, it is understood and agreed

by the Parties that the JCMHC provided vehicle shall be covered primarily by JCMHC's automobile liability self-insurance and insurance program.

iv. JCMHC shall carry Professional Liability

1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
2. \$3,000,000 annual aggregate.

v. Cities shall carry Law Enforcement Liability

1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
2. \$2,000,000 annual aggregate.

vi. As respects each Party's employees:

1. Statutory Workers' Compensation
2. Employer's Liability:
  - a. Bodily Injury by Accident \$500,000 Each Accident:
  - b. Bodily Injury by Disease \$500,000 Policy Limit
  - c. Bodily Injury by Disease \$500,000 Each Employee

Provided, however, it is understood and agreed by the Parties that the co-responder shall be covered primarily by the JCMHC Workers' Compensation and Employer's Liability self-insurance and excess insurance coverage.

Each Party shall furnish the other with Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this MOU. Certificate Holders shall be the Parties as shown on attached exhibit A.

Board of County Commissioners and JCMHC Johnson County, Kansas  
c/o Risk Manager  
111 South Cherry Street, Suite 2400  
Olathe, Kansas 66061-3486

Prior to cancellation or non-renewal, each Party agrees that it or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change. Renewal certificate(s) of insurance shall be provided by the Parties within ten (10) business days of insurance renewals.

- f. Expenditure of funds as part of the Project will be subject to the respective budgetary processes of each Party. To the extent that this MOU is interpreted as requiring any expenditure of funds by any City, the Parties acknowledge that the Cities are obligated only to pay expenditures as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during that City's

current budget year; or (b) funds made available from any lawfully operated revenue producing source.

- g. This MOU shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors.

Mike Kelly, Chairman, \_\_\_\_\_ Date \_\_\_\_\_  
Johnson County Board of County Commissioners

City of Merriam:

By: \_\_\_\_\_  
Bob Pape, Mayor Date \_\_\_\_\_

ATTEST:

Juli Pinnick, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

City of Mission:

By: \_\_\_\_\_  
Solana Flora, Mayor \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

Robyn L. Fulks, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

City of Roeland Park:

By: \_\_\_\_\_  
Michael Poppa, Mayor Date

ATTEST:

\_\_\_\_\_  
Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steve Mauer, City Attorney

City of Fairway:

\_\_\_\_\_  
Melanie Hepperly, Mayor Date

ATTEST:

\_\_\_\_\_  
Kim Young, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Cook, City Attorney

City of Westwood:

By: \_\_\_\_\_  
David E. Waters, Mayor Date

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk, City Attorney

City of Westwood Hills:

By: \_\_\_\_\_  
Rosemary Podrebarac, Mayor Date

ATTEST:

\_\_\_\_\_  
Beth O'Bryan, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James R. Orr, City Attorney

City of Mission Woods:

By: \_\_\_\_\_  
Darrell Franklin, Mayor Date

ATTEST:

\_\_\_\_\_  
Shelly Floyd, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Mauer, City Attorney

## ADDENDUM PROJECT BUDGET

### Allocation of Co-Responder(s) Assigned to All Participating Cities

The total annual cost for a co-responder position for the calendar year 2023 is estimated to be \$117,241, except for overtime approved in advance by each City's point of contact, as approved in each City's budget. JCMHC shall provide future calendar year annual budgets upon request of the Cities. JCMHC shall invoice each City on a quarterly basis according to its pro rata share, determined by population, as follows:

City	Population	Percent	Annual Share of Cost
Merriam	11,098	32.2%	\$37,752
Mission	9,954	28.9%	\$33,883
Roeland Park	6,871	19.9%	\$23,331
Fairway	4,170	12.1%	\$14,186
Westwood	1,750	5.1%	\$5,979
Westwood Hills	400	1.2%	\$1,407
Mission Woods	203	0.6%	\$703

### Grant Funded Co-Responder

It is agreed by the Cities to share in the cost of an additional co-responder position originally funded by a grant until September 2023 obtained through the City of Merriam. Once grant funds are exhausted, the remaining cost of the position will be split between the Cities according to their pro rata share, determined by population as per above. An estimate of the cost of the final quarter of 2023 and each City's pro rata share follows. Succeeding years cost for this position will be shared among the cities as other non-grant positions.

City	Population	Percent	4 <sup>th</sup> Quarter Share of Cost
Merriam	11,098	32.2%	\$7,551.00
Mission	9,954	28.9%	\$6,777.00
Roeland Park	6,871	19.9%	\$4,667.00
Fairway	4,170	12.1%	\$2,838.00
Westwood	1,750	5.1%	\$1,196.00
Westwood Hills	400	1.2%	\$281.00
Mission Woods	203	0.6%	\$141.00
Total			\$23,451.00

In order to ensure all grant assurances are met, a copy of the Justice Assistance Grant (JAG) grant assurances will be reviewed with both the JAG funded co-responder and JCMHC co-responder supervisor. The co-responder will initial and sign a copy of the grant assurances as acknowledgement of receipt of and understanding the grant assurances. The signed copy will be kept at the Merriam Police Department as part of the JAG grant file and a copy will be provided to JCMHC.

JCMHC will provide activity logs at the end of each quarter to be submitted with the quarterly invoice for

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the JAG funded co-responder. The activity logs will include the date of service, time, type of activity and duration of activity. A copy of the activity logs will be retained at the Merriam Police Department in the JAG grant file.

The co-responder job description is included as Exhibit A.

**Exhibit A**

Board of County Commissioners and JCMHC Johnson County, Kansas  
c/o Risk Manager  
111 South Cherry Street, Suite 2400  
Olathe, Kansas 66061-3486

City of Merriam Kansas  
9001 W. 62<sup>nd</sup> Street,  
Merriam, Kansas 66202

City of Mission Kansas  
6090 Woodson  
Mission, Kansas 66202

City of Roeland Park Kansas  
4600 W. 51<sup>st</sup> Street  
Roeland Park, Kansas 66205

City of Westwood  
4700 Rainbow Boulevard  
Westwood, Kansas 66205

City of Westwood Hills  
2216 West 49<sup>th</sup> Street  
Westwood Hills, Kansas 666205

City of Fairway Kansas  
4210 Shawnee Mission Parkway, Suite #100  
Fairway, Kansas 66205

City of Mission Woods Kansas  
4700 Rainbow  
Westwood, Kansas 66205