



CITY OF WESTWOOD, KANSAS

CITY COUNCIL SPECIAL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, May 29, 2025 at 4:00 PM

AGENDA

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

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

SPECIAL MEETING AGENDA

I. CALL TO ORDER

II. APPROVAL OF THE AGENDA

III. PUBLIC COMMENT

At today's special City Council meeting, the Governing Body will accept public comment before it takes action on the Real Estate Purchase Agreement. Public comment will be accepted in the following ways:

1. Live (Online via Zoom)

Use the "Raise Hand" feature to indicate you wish to speak. You'll be unmuted when it's your turn.

2. Live (In-Person at City Hall)

Approach the podium when invited. Please state your name and address. Each commenter is allowed one turn to speak for up to 5 minutes. Comments will be heard, but questions from commenters may not necessarily answered during the meeting.

3. Written Comment

Send comments via email to info@westwoodks.org or deliver to City Hall. Comments received by 12:00 PM (noon) on May 29 will be included in the public packet. Late comments will be shared with the Council and added to the official minutes. Profane or defamatory content will not be included.

A. Written public comment received by noon on May 29, 2025

IV. NEW BUSINESS

- [A.](#) Consider Fourth Amendment to Real Estate Purchase Agreement [for 2511 W. 50th St. (former Westwood View Elementary School Site)]
- [B.](#) Consider Estoppel and 11th Amendment to Woodside Village Redevelopment Agreement

V. ANNOUNCEMENTS/GOVERNING BODY COMMENTS

VI. 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 Thursday, June 12, 2025, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at 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](#)

From: [Kellee Reinhart](#)
To: [General Information](#)
Subject: Westwood School Comment for May 29th meeting
Date: Friday, May 23, 2025 2:16:57 PM

You don't often get email from kellee.reinhart@gmail.com. [Learn why this is important](#)

We would like to see the Amend to Extend Option. If that is the outcome we also suggest that the property is listed, availability is made public by Shawnee Mission Schools to advertise that it is available for sale for residential only development.

--

Kellee Reinhart
2337 W. 51st Ter., Westwood, KS

From: [Cheryl Vaiknoras](#)
To: [General Information](#)
Subject: Former Westwood View Elementary School
Date: Monday, May 26, 2025 8:11:05 PM

You don't often get email from cvaik@outlook.com. [Learn why this is important](#)

My name is Cheryl Vaiknoras, and I live at 2909 W 48th Terrace in Westwood. I have read your email dated May 23, 2025 regarding the upcoming action needed by the City Council. I believe we should go with option C and terminate immediately the Purchase Agreement with the School District.

Thank you for the opportunity to respond.

Cheryl Vaiknoras

From: [Gomez, Luz De La Paz \(ES\)](#)
To: [Leslie Herring](#)
Subject: FW: Options for Scho
Date: Tuesday, May 27, 2025 10:53:13 AM
Attachments: [image001.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image020.png](#)
[image021.png](#)
Importance: High

You don't often get email from luz.de.la.paz.gomez@adp.com. [Learn why this is important](#)

Good morning,

Hello,

I want to really go with option c to terminate the agreement completely and let the District sell it to whomever they want. We're not going to be able to move forward with the people who

Opposed the sale of the park and it's going to be an ongoing debate.

They raised part of the money to pay part of the debt on the old church and then what where is the money

Going to come to remodel the park.

Or assign your rights to a qualified buyer that can send in the money

I really think option C is the best option.

2128 W. 47th Terr
Westwood, Ks 66205



Luz Gomez
Senior Account Manager
Major Accounts Up Market
855 485 6231
luz.de.la.paz.gomez@adp.com



From: [Wesley Clauson](#)
To: [General Information](#)
Subject: Public Comment on Former Westwood View Elementary School - Request for Transparent Bidding Process
Date: Wednesday, May 28, 2025 12:43:06 PM

You don't often get email from clausonw@gmail.com. [Learn why this is important](#)

Dear Mayor and City Council Members,

My wife and I are writing as proud Westwood residents who walk our neighborhood sidewalks daily and deeply love this community. We are providing input on the Fourth Amendment regarding the former Westwood View Elementary School site before your May 29th special meeting.

We want Westwood to thrive, but not at the cost of bringing in hastily made or rushed developers who prioritize profit over community benefit. The community already rejected the previous multipurpose building and parking garage proposal, demonstrating that residents expect better.

Our primary request is for a more open and transparent bidding process for any potential developers. We believe competition will yield the best economic and financial deal for our community. All residents deserve to see competing bids and proposals - this transparency should be a chief priority as we move forward.

Regarding our vision for the site, we would love to see something similar to Meadowbrook Park - a nice, expansive modern park surrounded by residential houses that support the tax base, with opportunities for small vendors like coffee carts, markets, or cafes. This type of development would enhance our community's character while providing economic benefits.

We strongly oppose multi-story parking garages and multi-use office buildings. Commercial real estate is in crisis, as evidenced by struggles like those at the Fairway shopping strip. We don't need empty office space that can't find tenants. If residential development is considered, we would rather see a house developer build homes - even if they don't perfectly match Westwood's current aesthetic - than face another large concrete building with an attached parking garage.

In our ideal scenario, we envision a new expansive park with thoughtfully integrated small vendor setups that would serve as a community gathering place while supporting local businesses.

Even if our vision seems unrealistic, we respectfully request that any process moving forward include **transparent and open bidding between all potential developers and suitors** - whether that's Johnson County Parks and Recreation, commercial developers, residential builders, or other entities. Our community deserves to see all options and make informed decisions about our neighborhood's future.

We support Option A - extending the purchase agreement - to allow time for this transparent process to unfold properly rather than rushing into another arrangement that may not serve Westwood well.

Thank you for your commitment to resident input and for considering our perspective.

Sincerely,

Wesley & Haley Clauson

3016 W 47th Ter

From: [Phares, Karl R.](#)
To: [General Information](#)
Subject: Resident input re former Westwood View and adjacent city property
Date: Wednesday, May 28, 2025 4:57:33 PM

You don't often get email from karl.phares@stinson.com. [Learn why this is important](#)

Good afternoon, we are writing to submit input on the disposition of the former Westwood View site and the adjacent city property. We live less than one block away from this property, and we were disappointed that the April vote did not pass so that the Karbank development and new, larger city park project are not moving forward. Our hope is that we as a community recognize the generational opportunity we have to make that site a cornerstone of our city so that we can realize it and make the most of it.

We are in favor of use and development of the former Westwood View site and the adjacent city property for any use that adds public amenities and improves property values for our neighborhood and city. Opportunities for additional tax revenues (both sales and property tax) are also important to consider. The fact that the newer, better, larger park would have been paid for initially as part of (and then maintained using TIF revenues from) the commercial development was one factor that made the Karbank project very appealing to us.

We as a community must be realistic, diligent and honest with ourselves in how major public projects like this, including parks and infrastructure, can be responsibly funded, and what that looks like for city taxpayers. We all want nice things near us, but we need to be pragmatic in how we think about options to realistically pay for them. Any plans based on expectations of private donations, funds from other municipalities or other uncommitted funding sources to pay for major capital projects for our city and neighborhood are at best misguided, if not disingenuous.

We are in favor of projects similar to the proposed Karbank project that include a reasonable combination of taxable commercial/mixed use development along Rainbow (a multi-lane, high traffic street and main connector for our city to surrounding areas) and a public park that would be a considerable improvement over the existing Dennis Park (in terms of size, quality, amenities and location).

If it was necessary to include the existing Dennis Park property as part of an improved, larger public park to make this project successful, we would be supportive of that as well, but for a number of reasons the property along Rainbow is better suited for commercial/mixed use than as a park. At the end of the day, what makes the most sense for our city and this site is a reasonable mix of tax-generating use and a public park. The status quo, non-development of the site or even single family residential development would be a constant reminder of a missed opportunity.

Karl and Anna Phares
4942 Booth St

Karl R. Phares

Partner

STINSON LLP

1201 Walnut Street, Suite 2900

Kansas City, MO 64106-2150

Direct: 816.691.3132 \ [Bio](#)

STINSON.COM

This communication (including any attachments) is from a law firm and may contain confidential and/or privileged information. If it has been sent to you in error, please contact the sender for instructions concerning return or destruction, and do not use or disclose the contents to others.

From: [Kent Peterson](#)
To: [General Information](#)
Subject: To be included in the City Council Materials
Date: Thursday, May 29, 2025 7:56:05 AM
Attachments: [Three Case Statements - Cities^J SMSD and County.pdf](#)

You don't often get email from kent@strategic-org.com. [Learn why this is important](#)

I urge the City Council to vote to extend the purchase agreement with SMSD and assign a task group to develop a multi-city, SMSD and Johnson County partnership for the nearly 8-acres that includes Joe D Dennis Park and 5050 Rainbow.

The attachments here, to be included in the formal record and made available to all Council Members, provide a starting point.

Thank you

Kent

4831 Belinder Ct., Westwood, KS

--

Kent Peterson

Managing Partner

The Strategic Organization

913.638.3593

CASE STATEMENT 1 – FOR FIVE CITIES AND PUBLIC

A Legacy of Learning: Outdoor Learning Labs for SMSD Elementary Students

Creating a Model for Regional, Real-World Learning Rooted in Community Partnership

Honoring a Legacy of Educational Leadership in Westwood

For nearly a century, the Westwood community has shown what it means to invest in children, families, and education. From building the original Hudson School to transferring a new Westwood View school facility to the Shawnee Mission School District (SMSD) in 1969 debt-free, Westwood has consistently stepped forward. Over the last several decades we have rallied neighbors, organized funding, and forged civic partnerships to support student learning.

Most recently, the community overwhelmingly supported the SMSD bond package and partnered to create a modern elementary school that reflects the values of educational excellence and neighborhood vitality. At every turn, Westwood and its surrounding cities have proven that when families and schools work together, great things happen.

Now, we have a new opportunity to extend this legacy—through the creation of **Outdoor Learning Labs** embedded in shared parks and greenspaces that actively support and enrich the full SMSD elementary curriculum.

The Vision: Outdoor Learning Labs as a Regional Educational Model

Imagine a series of thoughtfully designed outdoor classrooms nestled in an 8-acre park. These labs would serve as hubs of discovery for thousands of elementary students, giving them access to curriculum-aligned learning experiences in science, math, language arts, social studies, physical education, and the arts.

Supported by a partnership among municipalities, Johnson County Parks and Recreation, and SMSD, these spaces would:

- **Integrate directly with grade-level standards** across all subjects (see examples from [SMSD curriculum-aligned activities]),
- **Expand access to hands-on, nature-based education**, especially in areas lacking green space,
- **Serve as a regional model** for city–county–school district collaboration,
- **Strengthen community bonds** through shared use and stewardship.

This is not just an enhancement—it is a **new infrastructure for learning**, grounded in equity, wellness, and environmental literacy.

Why Northeast Johnson County, and Why Now?

While the cities of Westwood, Westwood Hills, Mission Woods, Fairway, and Mission Hills contribute over **\$24 million annually in county property taxes**, they receive **no direct county park investment**. At the same time, land available for public use is vanishing fast.

We have a unique window to preserve and transform an **8-acre site**—currently taxpayer-owned—into a shared park and outdoor learning campus adjacent to a school. With leadership from SMSD, Johnson County, and the five cities, this space can become the flagship site for curriculum-aligned outdoor education, including:

- Nature trails for science investigations
- Weather and water cycle stations
- Community gardens and soil testing labs
- Art, storytelling, and music circles
- Civic engagement and stewardship projects

Building the Model: A Replicable City–County–School Framework

This effort proposes a **governance and funding partnership** among:

- **SMSD** – for curriculum integration, teacher engagement, and learning design
- **City governments** – for site planning, park zoning, and local stewardship
- **Johnson County Parks & Recreation** – for project development and a time-limited investment (2% of annual budget over 7 years)
- **Regional collaboration** – to formalize ownership and long-term maintenance agreements across jurisdictions

This framework provides a replicable model that could be extended across SMSD, benefiting all feeder elementary schools in the SM North and SM East attendance areas.

The Call to Action

We invite civic leaders, funders, and community members to join us in launching a new generation of outdoor learning—one rooted in academic excellence, environmental responsibility, and intergovernmental collaboration.

Let us honor the legacy of Westwood’s educational leadership not only by preserving green space, but by transforming it into a dynamic learning landscape for the future.

Let’s build the first Outdoor Learning Lab here—and show the region what’s possible when cities, counties, and schools dream together.

CASE STATEMENT 2 – FOR SMSD LEADERSHIP

A Unique Opportunity to Advance SMSD’s Mission Through Civic Partnership

Supporting Students Today. Preserving Our Legacy. Modeling the Future.

A Property with Purpose — and a Partnership Worth Pursuing

Shawnee Mission School District (SMSD) is entrusted with delivering academic excellence and promoting student success. Now, the district has a rare opportunity to fulfill that mission beyond the classroom—by turning a surplus property into a legacy-defining partnership.

We respectfully urge the SMSD Board of Education and Administration to sell the former Westwood View Elementary School site to a consortium of local civic stewards for \$1 million. This public-to-public transfer would preserve the 8-acre green campus as a shared educational and recreational space, and directly support the district’s core mission:

- **Outdoor Learning Labs aligned with SMSD curriculum**
- **Community-wide access for all SMSD feeder schools**
- **A living, breathing classroom for hands-on learning and real-world exploration**

Selling to this coalition of civic partners—anchored by the City of Westwood, with support from Westwood Hills, Mission Woods, Fairway, Mission Hills, and Johnson County—honors the legacy of how the property was first entrusted to the district and ensures it continues to serve SMSD students for generations to come.

Why Sell for \$1 Million to Civic Stewards?

Yes, SMSD could likely receive a higher offer from a private developer. But no private sale offers:

- **An education-aligned outcome** that directly complements SMSD’s curriculum and goals
- **Public access and equity** for students across the SM North and SM East attendance areas
- **Outdoor learning infrastructure** that would cost SMSD far more to build independently
- **A community legacy** built on shared investment in families, students, and public good

A \$1 million civic purchase represents **full value**—not just in financial terms, but in **strategic alignment** with SMSD’s mission and vision. It is an asset sale that **leverages the land to serve learning**.

A Legacy Rooted in Children, Families, and Education

The Westwood community has shown its commitment to education for nearly 100 years:

- Constructing the original **Hudson School** as a local investment in public education
- Transferring the land and a brand new **Westwood View to SMSD in 1969**—fully funded by local residents
- Rallying repeatedly to **keep the school open**, vibrant, and supported through local organizing and philanthropy
- Partnering again in 2023 to **open a new SMSD elementary school**, modern and community-centered

This next chapter—preserving much of the original Westwood View campus as a regional Outdoor Learning Lab—continues that proud tradition, led again by families and public leaders working side by side.

A Model for the District’s Future

What’s being proposed is not a one-off gesture. It is the **first prototype of a larger idea**: That SMSD can partner with cities and counties to co-develop Outdoor Learning Labs on public land across the district—connecting parks, schools, and curriculum into a seamless network of real-world learning.

This pilot at Westwood View offers a powerful model for **replication across other school properties and adjacent or nearby parks**. It is a way to **maximize public land** for public learning, without shifting funds away from classrooms.

The Ask

We respectfully ask the Shawnee Mission Board of Education to:

- **Approve the sale of the former Westwood View property** to a public partnership of local governments and civic stewards for \$1 million.
- **Recognize this sale as mission-aligned**, providing long-term educational value that exceeds what a private sale could offer.
- **Position this partnership as a pilot** for outdoor learning infrastructure throughout the district.

Let this be the sale that brings *more* to education—not just a check, but a lasting resource for students and a powerful example of civic alignment.

Together, we can honor the past, serve the present, and shape the future.

CASE STATEMENT 3 - FOR JOHNSON COUNTY LEADERS

A Measured Commitment. A Lasting Legacy.

Preserving Northeast Johnson County's Only Public Green Space for Families, Education, and Equity.

A Simple, Time-Limited Request: 2% for 7 Years

We respectfully ask the Johnson County Commission and the Johnson County Board of Parks and Recreation (JCPRD) to adopt a minor yet meaningful adjustment to existing parks investment policy:

Dedicate 2% of the JCPRD annual budget for a period of 7 years (FY2025–FY2031) to support the purchase, design, and development of an 8-acre community park and outdoor learning campus in Northeast Johnson County.

This time-limited investment—approximately \$800,000 annually or \$5.6 million total—would ensure that one of the most densely developed and park-poor regions of the County finally receives equitable access to greenspace and family-focused amenities. It is a **measured commitment with a major return**: preserving the last remaining public open space in the northeast quadrant of Johnson County.

Why It Matters Now

Northeast Johnson County, home to the cities of **Westwood, Westwood Hills, Mission Woods, Fairway, and Mission Hills**, contributes more than **\$24 million annually in county property taxes**—yet has **no county-owned park or greenspace** in its boundaries.

Families here are not asking for a permanent shift in county priorities. They are simply asking for a **small correction to a decades-long geographic imbalance**, one that currently allocates roughly **100% of JCPRD investments to the southern and western regions** of the county.

This is the last remaining 8-acre site in the northeast suitable for a community park. If the County does not act now, this opportunity will be lost to commercial development—and with it, the chance to deliver lasting public value.

What This Park Will Deliver

The proposed site—jointly owned by the City of Westwood and the Shawnee Mission School District—would be developed as a regional asset featuring:

- **An Outdoor Learning Lab aligned to SMSD's elementary curriculum**, serving all SM North and SM East feeder schools
- **Nature trails, shaded play spaces, fitness zones, and gathering areas** for residents of all ages

- **Environmental resilience features**, including native landscaping and stormwater management
- **Shared governance and maintenance**, with cities, SMSD, and JCPRD contributing under a negotiated agreement

This project reflects **the highest and best use of public land**: for the health, education, and connectivity of families and neighborhoods.

Why JCPRD Is the Right Partner

JCPRD has long been recognized for innovation, stewardship, and regional leadership in parks and open space. By embracing this partnership, the Board and Commission will:

- **Demonstrate commitment to equity in park access**
- **Honor the contributions of high-tax, under-served cities** in the northeast
- **Show responsiveness to public calls for walkable, multi-use green infrastructure**
- **Model a collaborative, intergovernmental approach** that can be replicated across the County

Moreover, the proposal includes a **clear exit strategy**: after seven years of support and site development, ownership and maintenance will transition fully to a consortium of city governments and SMSD, ensuring **no long-term liability or budget obligation to the County** beyond FY2031.

A Modest Tweak. A Monumental Impact.

This request does not require a shift in JCPRD’s mission—only a **slight rebalancing of its footprint**.

A 2% allocation for 7 years is a **smart, strategic, and time-limited action** that reflects the County’s values of fairness, community health, and family-first planning.

Let’s act now to preserve this land *as parkland*—not asphalt.

Let’s honor the families, children, and cities who have long supported the County with their tax dollars—and now simply ask for a fair share in return.

Let’s show how public land, when managed wisely and collaboratively, can become a **living classroom, a family gathering space, and a symbol of regional equity**.

Now is the moment. This is the place. Let’s build it—together.

COUNCIL ACTION FORM

Meeting Date: May 29, 2025

Staff Contact: Leslie Herring

Agenda Item: Consider Fourth Amendment to Real Estate Purchase Agreement [for 2511 W. 50th St. (former Westwood View Elementary School Site)]

Background/Description of Item

In March 2023, the City and Karbank Real Estate entered into a Funding and Exclusivity Agreement to explore a mixed-use redevelopment proposal by Karbank to the Westwood City Council for real estate owned by the City of Westwood located on Rainbow Blvd. between 50th and 51st Street (5000 and 5050 Rainbow Blvd.).

In June 2023, following that initial presentation and Agreement execution, the Shawnee Mission School District and the City of Westwood entered into a Purchase Agreement to leverage its option to purchase the former Westwood View Elementary School located at 2511 W. 50th St.¹ The school site was intended to be acquired by the City with funding by Karbank to create a feature public park, developed with the incremental property taxes and other revenues generated by Karbank's redevelopment – investment in – 5000 and 5050 Rainbow Blvd.

In October 2023, Karbank concluded the public rezoning process required to allow the mixed-use redevelopment and received conditional approval from the Governing Body. In November 2023, the City received a legal challenge to its right to sell 5000 Rainbow – Joe Dennis Park – without first publishing notice and holding a public vote if it received a resident petition requesting such vote.

In December 2023, upon authority granted by the City Council at the November 9, 2023 regular City Council meeting, Mayor Waters executed amendments to such agreements to extend the contractual deadlines to address the legal issues surrounding the City's ability to sell 5000 Rainbow Blvd.

In June 2024 and December 2024, the City Council extended the agreements by way of a second and third amendment, respectively, to allow the Johnson County District Court and then Kansas State Court of Appeals to rule on the legal questions at hand.

In November 2024, the Kansas Court of Appeals issued a ruling. The ruling suggested that the City may have the legal authority to hold an election on whether the City should sell Joe Dennis Park and, in December 2024, the City Council called a special election for the most immediate date available with the Johnson County Election Office. In April 2025, the City held an election on this question and the results were 47% in favor and 53% opposed to the sale of the park.

Since the City's ability to sell 5000 Rainbow Blvd. was decided by Westwood voters, Karbank canceled its purchase agreement with the City the week following the election. The City is – as of today – still under contract with the School District to purchase the school site. Under the current (third) amendment to the City's Real Estate Purchase Agreement with the School District, the City's due diligence period – the date by which the funds must be paid to the School District – expires June 1, 2025.

¹ In February 2019, the City of Westwood and the Shawnee Mission School District entered into an option agreement, providing the City the ability to acquire the former Westwood View School Site. This option expired in February 2024 and is no longer valid outside of the current Purchase Agreement.

Staff Comments/Recommendation

Staff recommends that the City Council consider the following options available today:

- A. **Amend [to extend] the Purchase Agreement.** On May 12th, the School Board approved a Fourth Amendment, which is included in these meeting materials. This Fourth Amendment would:
- i. Keep the purchase price for the property at \$2,650,000 plus carrying costs of \$135,000 (added under the Third Amendment).
 - ii. Add additional carrying costs in amounts not to exceed:
 - \$25,000 for half of the prorated utility expenses incurred by the School District for the time the school has been vacant; and
 - \$400,000.00 for the School District's demolition costs to be incurred in 2025.
 - iii. Extend the closing date to November 28, 2025 to allow the School District sufficient time to demolish the building and grounds. Demolition is expected to conclude by mid-October. The due diligence period – when payment in full must be made to the School District – would expire October 31, 2025.
- B. **Assign the City's purchase rights to another buyer.** Over the past eight weeks, various groups have approached both the School District and the City to express interest in assuming the City's right to purchase the property.
- C. **Terminate the Purchase Agreement with the School District.** Cancellation of the contract would end the City's ability to purchase the property – or to assign its right to purchase to a buyer – now or in the future. The School District would then move forward on its own with selling the property. Although the City would have some authority through Planning Commission and the City Council to review future site plans, rezoning requests, and/or property platting, the City would give up its ability to be involved in the selection of the buyer for the property.
- D. **Take no action.** In policy analysis, doing nothing is always an option; in this case, it isn't. If the City Council were to take no action today, the City would be obligated to transfer the School District \$2,785,000 tomorrow. At this moment – and on a consistent basis – the City's liquid assets are less than the purchase price. Most of City's funds are obligated and are in investment accounts with varying dates of maturity. The City's General Fund reserve balance is less than half of the current purchase price. We simply don't have the cash – and won't – by tomorrow, May 30th. If the City takes no action today and doesn't wire funds to the School District tomorrow, it would be in default of the Purchase Agreement and subject to potential legal claims by the seller (the School District).

Staff recommends the City Council consider the options identified by staff and take action deemed to be in the best interest of the city.

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "Amendment"), is made effective as of the last date of signature indicated below (the "Effective Date"), by and between the **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas with a notice address of 4700 Rainbow Boulevard, Westwood, KS 66205 ("Buyer"), and **SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512**, a nonprofit unified school district organized and existing under the laws of the State of Kansas with a notice address of 8200 West 71st Street, Shawnee Mission, Kansas 66204 ("Seller") (Buyer and Seller may be collectively referred to as the "Parties").

RECITALS:

WHEREAS, Seller is the owner of those certain tracts, pieces or parcels of improved land in the City of Westwood, Johnson County, Kansas and legally described in **Exhibit "A"** annexed hereto and made a part hereof, comprising approximately 4.97 acres of land more or less (the "Land"), together with building thereon containing approximately 26,257 sq ft. (the "Building", together with the Land and all other improvements on the Land and all appurtenant easements and any other rights and appurtenances, and all right, title and interest of Seller in and to any streets, alleys, public ways or parking lots adjacent to the Land, and together with all strips and gores and all appurtenances, fixtures and other equipment attached to the Land or the Building, collectively the "Property"); and

WHEREAS, the Property is commonly known as 2511 West 50th Street, Westwood, Kansas 66205 and comprises Johnson County, Kansas parcels RP270000000008 (Quick Ref R168789) and RP300000010012A (Quick Ref R168897); and

WHEREAS, the Parties entered into a Real Estate Purchase Agreement dated June 8, 2023 relating to the sale of the Property ("Purchase Agreement");

WHEREAS, the Parties entered into an Amendment to Real Estate Purchase Agreement dated November 13, 2023 relating to the sale of the Property ("First Amendment");

WHEREAS, the Parties entered into a Second Amendment to Real Estate Purchase Agreement dated June 13, 2024 relating to the sale of the Property ("Second Amendment");

WHEREAS, the Parties entered into a Third Amendment to Real Estate Purchase Agreement dated December 16, 2024 relating to the sale of the Property ("Third Amendment");

WHEREAS, the Parties now desire to further extend the due diligence and closing deadlines within the original Purchase Agreement as amended by the First Amendment, by the Second Amendment, and by the Third Amendment, so as to allow Seller to

demolish the Building while retaining in Buyer its rights under the Purchase Agreement through the completion of demolition;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows

1. Section 2 of the Purchase Agreement, as amended, is hereby deleted in its entirety and amended to read as follows:

2. Purchase Price, Carrying Costs, and Demolition Costs.

2.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Million Six Hundred Fifty Thousand and NO/100ths Dollars (\$2,650,000.00). At Closing (as defined in Section 3.1 hereof), Buyer shall deliver to First American Title Insurance Company, 1100 Main, Suite 1900, Kansas City, Missouri 64105 (the "Title Company") the Purchase Price, subject to adjustments as provided herein, by wire transfer for the account of the Title Company or by certified or bank check payable to the Title Company, as escrow agent, to be disbursed in accordance with the terms of this Agreement.

2.2 In addition to the Purchase Price, and as separate consideration for Seller's carrying costs and other costs and expenses associated with the Property from August 1, 2024, through the Closing Date, and not as an addition to or increase in the Purchase Price, should the Closing occur, Buyer shall reimburse Seller for the following (collectively, the "Carrying Costs"):

(a) \$135,000.00; and

(b) Seller's costs for grounds maintenance costs and one-half of Evergy utility expenses incurred, such amounts to be adjusted and prorated based on the number of calendar days between August 1, 2024, and the Closing Date, provided that Buyer's liability for its share of these costs shall not exceed \$25,000.

The Carrying Costs shall be paid by Buyer at Closing together with the Purchase Price in the same manner as provided in Section 2.1 above.

2.3 Notwithstanding anything in the Purchase Agreement to the contrary, including but not limited to Section 4.1.16, the Parties acknowledge and agree that they desire to demolish the Building prior to Closing. Seller agrees to use its best commercial efforts to demolish the Building, including removal of debris and rough-grading, prior to the expiration of the Due Diligence Period, and Buyer hereby consents to such demolition. Seller agrees to perform all demolition work in accordance with applicable law. Should this transaction close, then in addition to the

Purchase Price and the Carrying Costs, and as separate consideration for Seller's work in demolishing the Building, Buyer shall reimburse Seller for Seller's costs therefor in an amount not to exceed \$400,000.00 (the "Demolition Costs"). The Demolition Costs shall be paid by Buyer at Closing together with the Purchase Price and the Carrying Costs in the same manner as provided in Section 2.1 above.

2. Section 3 of the Purchase Agreement, as amended, is hereby deleted in its entirety and amended to read as follows:

3. Closing; Buyer's Inspections.

3.1 The consummation of the transaction contemplated hereby ("Closing") shall take place at 10:00 a.m. at the offices of the Title Company, on or before November 28, 2025 (the "Closing Date").

3.2 During the time period beginning on the Effective Date until and through October 31, 2025 (the "Due Diligence Period"), Buyer and its agents, contractors and invitees shall have the right to enter onto the Property from time to time through Closing, but only upon prior notice to and approval by Seller (which Seller shall not unreasonably withhold, condition or delay), for the purpose of inspecting the Property and making such investigations and tests as Buyer may require. If Buyer's inspections involve any physical disturbance of the Property, Buyer shall return the Property to the condition existing but for such inspections. Seller shall cooperate with Buyer in making the Property available for such investigations and tests during normal business hours, and Buyer shall indemnify and hold Seller harmless from and against any injury to persons or damage to property arising from such investigations.

3.3 If Buyer determines that Buyer does not wish to purchase the Property, for any reason or for no reason at all, in its sole and absolute discretion, then Buyer shall provide written notice ("Buyer's Termination Notice") to Seller on or before the expiration of the Due Diligence Period. In the absence of the timely delivery of Buyer's Termination Notice, the inspection condition set forth in Section 3.2 hereof shall be deemed satisfied.

3. A new Section 4.3 of the Purchase Agreement shall be added to the Agreement, which provides as follows::

4.3 The Parties acknowledge that Buyer entitled to rely upon the foregoing representations of Seller within Section 4.1 and that Seller is entitled to rely upon the representations of Buyer within Section 4.2. In the event that any of the representations within Sections 4.1 or 4.2 are untrue resulting in the assertion by any third party of a claim or suit against the party relying upon the representation of the party making a respective

representation, then the party making the untrue representation agrees to defend, indemnify, and hold the party to whom the representation was made harmless from and against any and all claims, costs, and expenses, including reasonable attorneys' fees, arising from any claim or suit. Notwithstanding anything in this Agreement to contrary, the provisions of this Section 4.3 shall survive Closing and termination of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have caused this Fourth Amendment to be executed, effective as of the Effective Date.

CITY OF WESTWOOD, KANSAS
as Buyer

By: _____
David E. Waters, Mayor

Date: _____

ATTEST:

By: _____
Abby Schneweis, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Ryan B. Denk, City Attorney

Date: _____

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512
as Seller

By: Mary Sinclair

Date: 5/12/2025

Printed Name: Mary Sinclair

Title: Board President

COUNCIL ACTION FORM

Meeting Date: May 29, 2025

Staff Contact: Ryan Denk

Agenda Item: Estoppel and 11th Amendment to Woodside Village Redevelopment Agreement

Background/Description of Item: The City was approached by counsel for Woodside Village relative to a refinancing of the debt on the parking garage. The refinancing came before the Council on April 10th in the form of a Resolution consenting to the assignment of the Woodside Village North parcels for the purpose of the refinancing. The Lender on that transaction subsequently requested that the City enter into an estoppel agreement and various terms to an 11th Amendment to the Redevelopment Agreement. The Estoppel attests to the existence of various development agreements between the City and the Developer and also provides consent to the Lender's filing of a lien on the property securing the Lender's security interest in the Woodside Village North properties. Contemporaneous with these negotiations, the City has negotiated with the Developer the City's ability to use revenues from the 0.9% CID sales tax, more commonly referred to as CID2 sales tax receipts. Specifically, the City intends to use the proceeds from this revenue source to fund the local share of 47th Place improvements. The City's use of CID2 proceeds is limited by the local share portion of the engineer's estimate for 47th Place improvements, which local share is estimated to be \$1,281,084, however, this is a "not to exceed" number. If actual costs come in less than the engineer's estimate, the City's actual costs will be recovered.

Additionally, the 11th amendment includes three notable provisions. First, the Developer is assigning its rights under the Redevelopment Agreement to the lender as further collateral securing the lender's loan. The TIF and CID revenues have been previously dedicated to retirement of the TIF and CID bonds issued on the project and will continue to pay down such issued bonds. Second, is a provision making clear that the obligations of the Redevelopment Agreement run with the land, meaning that the owner of the property continues to be bound by the terms of the Agreement. Finally, the lender required agreement to a provision which makes clear that in a foreclosure situation, the lender is free to foreclose on the property and to assign the property without any further consent needed from the City.

Staff Comments/Recommendation: Staff recommends approval of the requested Estoppel and 11th Amendment to the Redevelopment Agreement.

Budget Impact: None.

Suggested Motion: *Move that the Council approve the 11th Amendment to the Woodside Village Redevelopment Agreement and authorize the Mayor to execute the same.*

Move that the Council approve the City's Estoppel Certificate addressed to Walker & Dunlop, LLC and authorize the Mayor to execute the same.

City's Estoppel Certificate

_____, 2025 [to be dated as of the Closing Date of the Loan]

WALKER & DUNLOP, LLC
 7272 Wisconsin Avenue, Suite 1300
 Bethesda, Maryland 20814
 Attention: Loan Servicing

Re: Property located at 2200 W 47th Pl, Westwood, Kansas 66205 and commonly known as Woodside Village North

Ladies and Gentlemen:

The undersigned, THE CITY OF WESTWOOD, KANSAS (the “**City**”), is a party to that certain Woodside Village Redevelopment Agreement dated as of January 12, 2012, by and between the City and WOODSIDE REDEVELOPMENT, LLC, a Kansas limited liability company (“**Master Developer**”), as amended by that certain First Amendment to Woodside Village Redevelopment Agreement dated as of February 9, 2012, that certain Second Amendment to Woodside Village Redevelopment Agreement dated as of March 8, 2012, that certain Third Amendment to Woodside Village Redevelopment Agreement dated as of April 12, 2012, that certain Fourth Amendment to Woodside Village Redevelopment Agreement dated as of May 10, 2012, that certain Fifth Amendment to Woodside Village Redevelopment Agreement dated as of June 14, 2012, that certain Sixth Amendment to Woodside Village Redevelopment Agreement dated as of July 12, 2012, that certain Seventh Amendment to Woodside Village Redevelopment Agreement dated as of February 13, 2014, that certain Eighth Amendment to Woodside Village Redevelopment Agreement dated as of September 19, 2014, that certain Ninth Amendment to Woodside Village Redevelopment Agreement dated as of October 13, 2016, that certain Tenth Amendment to Woodside Village Redevelopment Agreement dated as of December 12, 2019, and that certain Eleventh Amendment to Woodside Village Redevelopment Agreement dated as of the date hereof (as so amended, the “**Redevelopment Agreement**”). The City enacted those certain Ordinances Nos. 924 and 919 on December 20, 2011 (the “**Ordinances**” and collectively with the Redevelopment Agreement, “**TIF and CID Documents**”). Reference is also made to that certain Bond Trust Indenture dated as of July 1, 2014 between the City and UMB Bank, N.A. relating to: \$1,000,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project) Series 2014A and \$700,000 Taxable Special Obligation Community Improvement District Revenue Bonds (Woodside Village CID Project) Series 2014B, including the First and Second Supplemental Bond Trust Indentures respectively dated October 1, 2019 and November 1, 2021 (the “**CID Bond Indenture**”), and that certain Bond Trust Indenture dated as of July 1, 2014 between the City and UMB Bank, N.A. relating to: \$3,150,000 Special Obligation Tax Increment Revenue Bonds (Woodside Village TIF Project) Series 2014, including the First Supplemental Bond Trust Indenture dated October 1, 2019 (the “**TIF Bond Indenture**” or, together with the CID Bond Indenture, the “**Bond Documents**”). Master Developer, Woodside

Village North LLC, and Woodside Village North 2, LLC collectively defined as the “**Borrower Parties**”.

The TIF and CID Documents and the Bond Documents pertain to certain real property within the City’s jurisdiction, as legally described on Exhibit A (the “**Mortgaged Property**”).

WOODSIDE VILLAGE NORTH 2 SPE, LLC, a Kansas limited liability company (“**Borrower**”), has requested that WALKER & DUNLOP, LLC, a Delaware limited liability company (together with its successors and assigns, including, without limitation, Freddie Mac, “**Lender**”) make a loan to Borrower (the “**Loan**”) secured by Borrower’s interest in the Mortgaged Property. It is a condition to making the Loan that the City provides this certification to Lender. The City acknowledges and agrees that Lender is relying and will continue to rely upon the accuracy and completeness of this Certificate. Therefore, the City warrants, represents and certifies to Lender as follows, as of the date of this Certificate:

1. A complete copy of the Redevelopment Agreement is attached hereto as Exhibit B. There are no amendments, modifications, assignments, supplements, renewals of the Redevelopment Agreement, other than those attached as Exhibit B.
2. A complete copy of the Ordinances is attached hereto as Exhibit C.
3. Complete copies of the Bond Documents are attached hereto as Exhibit D. There are no amendments, modifications, assignments, supplements, renewals of the Bond Documents, other than those attached as Exhibit D.
4. Borrower and Borrower Parties are in full compliance with all TIF and CID Documents, including, without limitation, payment of any and all fees related to the Tax Increment Financing (“**TIF**”) as established in the TIF and CID Documents.
5. Subject to any early termination under the terms set forth in the TIF and/or CID Documents, the tax increment financing and community improvement district created by the TIF and CID Documents expire in 2033.
6. The City has not delivered, received, or is aware of the issuance of any notices of default under the TIF and CID Documents; there is no default by the City, and to the best of the City’s knowledge, there is no default by Borrower or Borrower Parties, under the TIF and CID Documents, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default by the City, or to the best of the City’s knowledge, Borrower or Borrower Parties, under the TIF and CID Documents.
7. Borrower, Woodside Village North 2 SPE, LLC, has no obligations under the TIF and CID Documents with respect to any property other than the Mortgaged Property.
8. The combination of base year Real Property Taxes, Incremental Real Property Taxes, PILOT Payments (as such terms are defined in the Redevelopment Agreement), and property taxes levied for schools, as applicable and as levied against the Mortgaged Property or payable in

connection with the ownership thereof, equals what would otherwise be the full amount of ad valorem taxes payable for the Mortgaged Property.

- 9. The City does not have any option or preferential right to purchase all or any part of the Mortgaged Property.
- 10. The City has not received written notice that it is in violation of any governmental law or regulation with respect to the Mortgaged Property and has no reason to believe that there are grounds for any claim of any such violation.
- 11. The City acknowledges that Lender’s address for notice and other purposes under the TIF and CID Documents is as follows:

Walker & Dunlop, LLC
 7272 Wisconsin Avenue, Suite 1300
 Bethesda, Maryland 20814
 Attn: Loan Servicing

- 12. The City and the person or persons executing this Certificate on behalf of the City have the power and authority to execute this Certificate.
- 13. The City consents to Borrower encumbering Borrower’s interest in and to the Mortgaged Property and the recording and/or filing of any such instruments in the applicable public records as Lender may deem necessary or desirable to establish, perfect and maintain a lien upon and against Borrower’s interests in the Mortgaged Property, including any document or instrument executed in connection with any renewal, extension and/or modification of such lien.
- 14. Lender and any statistical rating agency that provides a rating on securities backed in part by the Mortgage, may rely upon the truth and accuracy of the certifications contained herein, and said certification will be binding upon the City and its successors and assigns, and inure to the benefit of Lender and its successors and assigns and any such statistical rating agency.
- 15. The following Exhibits, if marked with an “X” in the space provided, are attached to this Certificate:

- Exhibit A Legal Description
- Exhibit B Redevelopment Agreement
- Exhibit C Ordinances
- Exhibit D Bond Documents

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THE CITY: The City of Westwood, Kansas

By: _____
Mayor

EXHIBIT A

Lots 1 and 2, WOODSIDE VILLAGE NORTH, a subdivision in the City of Westwood,
Johnson County, Kansas.

EXHIBIT B

[Attached behind]

EXHIBIT C

[Attached behind]

EXHIBIT D

[Attached behind]

ELEVENTH AMENDMENT TO WOODSIDE VILLAGE REDEVELOPMENT AGREEMENT

THIS ELEVENTH AMENDMENT TO WOODSIDE VILLAGE REDEVELOPMENT AGREEMENT (“**Amendment**”) is entered into this ____ day of May, 2025 (the “**Effective Date**”), by and between THE CITY OF WESTWOOD, KANSAS (“**City**”), WOODSIDE REDEVELOPMENT, LLC, a Kansas limited liability company (“**Developer**”), and WOODSIDE VILLAGE NORTH 2, LLC, a Kansas limited liability (“**WVN2**”).

RECITALS:

WHEREAS, City and Developer entered into that certain Woodside Village Redevelopment Agreement, dated January 12, 2012, as previously amended ten times (collectively, as amended, the “**Redevelopment Agreement**”), pursuant to which the City and Developer set forth those rights and obligations of each party as they relate to the redevelopment of the Redevelopment District (as defined therein);

WHEREAS, the 9th Amendment to the Redevelopment Agreement dated October 13th, 2016, in Paragraph 10, provides for an additional 0.9% CID sales and use tax to be collected from the Woodside Club Property to reimburse Developer for eligible project costs associated with South Phase of the Project (“**CID #2**”);

WHEREAS, WVN2 is the owner of a portion of the North Project Area known as “Lot 1”;

WHEREAS, Developer is the owner of a portion of the North Project Area known as “Lot 2”;

WHEREAS, WVN2, through Woodside Village North 2 SPE, a Kansas limited liability company (“**Property Owner**”), WVN2’s wholly-owned subsidiary, desires to obtain a mortgage loan (the “**Loan**”) from Walker & Dunlop (together with its successors and assigns, “**Lender**”), which Loan will be secured by, among other things, Property Owner’s right, title, and interest in and to the North Project Area and all easements of record appurtenant thereto (collectively, the “**Mortgaged Property**”), and, in connection with the Loan, on or about the date hereof, Developer will convey Lot 2 to WVN2, and WVN2 will subsequently convey both Lot 1 and Lot 2 to Property Owner;

WHEREAS, since the adoption and implementation of CID #2, the City has collected and held proceeds from the CID #2 sales tax (“**CID #2 Proceeds**”);

WHEREAS, the City now desires to approve and expend the CID #2 Proceeds for the eligible project expense of improvements to the public right-of-way known as 47th Place from State Line Road on the East and Rainbow Boulevard on the West (“**47th Place Improvements**”) as shown on **Exhibit A**, attached hereto;

WHEREAS, as of the date of this Amendment, neither Developer nor WVN2 has any eligible project expenses under the Redevelopment Agreement to which the CID #2 Proceeds may be committed; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among City, Developer and WVN2 as follows:

1. Consent for Use of CID #2 Proceeds. Both parties consent that the CID #2 Proceeds may be utilized by the City to reimburse the City for its actual costs for the 47th Place Improvements in an amount not to exceed the estimated City local share of \$1,281,084 (the “**47th Place CID Proceeds**”). The City

shall have the superior right to the 47th Place CID Proceeds, and Developer and WVN2 expressly waive any rights to the same. Provided that, the City acknowledges and agrees that any CID #2 sales and use taxes generated beyond the 47th Place CID Proceeds shall exclusively be made available to the Developer (and its successors and assigns, as applicable) and reimbursed as described within the Redevelopment Agreement. Further, if the total 47th Place Improvements cost is less than the 47th Place CID Proceeds available, any excess amounts remaining shall be made available to the Developer and reimbursed as described within the Redevelopment Agreement.

2. Public Financing Cap. For purposes of clarity, the 47th Place CID Proceeds reimbursed to the City for the 47th Place Improvements shall not count towards the Public Financing Cap (as defined within the Redevelopment Agreement).

3. Collateral Assignment. In connection with the Loan, City hereby consents to Property Owner's execution and delivery of that certain Collateral Assignment of TIF Documents to be entered into by and between Property Owner and Lender as of the date hereof (the "**Collateral Assignment**"), and to the security interests and assignments created therein, as security for the Loan and all future loans, advances, debts, liabilities, obligations, covenants and duties owing by Property Owner to Lender of any kind or nature arising from the Loan. City hereby acknowledges that it has received and approved the Collateral Assignment, and the Collateral Assignment is not in conflict with the terms of the Redevelopment Agreement, as amended by this Amendment.

4. Run with the Land. City, WVN2, and Developer acknowledge and affirm that the rights and obligations of the "Developer" under the Redevelopment Agreement (as amended hereby) run with the land and are binding on its successors and assigns, and, therefore, upon the conveyance of the North Project Phase to Property Owner, all rights and obligations of the "Developer" under the Redevelopment Agreement (as amended hereby) with respect to the North Project Phase shall run to Property Owner automatically, without the need for any further agreement or act by any person.

5. Lender Notice. City acknowledges that promptly after the date hereof, Lender will assign its interest in the Loan to Federal Home Loan Mortgage Corporation ("**Freddie Mac**") and that the Loan is intended to be securitized. As long as the Loan is outstanding, if City delivers a notice under the Redevelopment Agreement to Developer with respect to the North Project Area, then City shall concurrently deliver a copy of such notice to Freddie Mac, or its successor and assigns, at its address below (which address may be updated from time to time by Lender in accordance with the provisions of Section 12 of the Redevelopment Agreement):

Federal Home Loan Mortgage Corporation
c/o Walker & Dunlop, LLC
7272 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814-6531
Attention: Servicing Department
Freddie Mac Loan No. 511555334

6. Transfer Restrictions. Notwithstanding any provision of the Redevelopment Agreement to the contrary, City's approval shall not be required for any conveyance or pledge of the Mortgaged Property (or any part thereof) (i) by Property Owner or Lender in connection with a foreclosure by Lender (whether

by formal foreclosure process or conveyance to Lender in lieu of foreclosure), or (ii) by any future holders of fee interests in the Mortgaged Property following any such foreclosure.

7. Amendment Controls. In the event that the terms of this Amendment and the Redevelopment Agreement are held to be inconsistent, the terms of this Amendment shall control. The parties each agree and warrant that, in all other respects, (i) the Redevelopment Agreement is unmodified, in full force and effect, and each party hereby ratifies and affirms the Redevelopment Agreement and any terms contained therein not otherwise modified by this Amendment, (ii) no other document is in effect that revises the Redevelopment Agreement, and (iii) the Redevelopment Agreement, as amended by this Amendment, supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Developer and City with respect to the subject matter hereof.

8. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each party may rely upon facsimile or electronic mail counterparts of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

[Remainder of page intentionally left blank]

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

CITY:
CITY OF WESTWOOD, KANSAS

By: _____
Mayor David E Waters

ATTEST:

Leslie Herring, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

DEVELOPER:
WOODSIDE REDEVELOPMENT, LLC

By: _____
Blair Tanner, Manager

WOODSIDE VILLAGE NORTH 2, LLC

By: _____
Blair Tanner, Manager

Exhibit A

47th Place Improvements

[Insert depiction]